



PUBLIC COMMENT SESSION SIGN IN SHEET

OCONEE COUNTY COUNCIL MEETING

Thursday, October 20, 2009

7:00 PM

Oconee County Administrative Offices
415 South Pine Street, Walhalla, SC

Limited to forty [40] minutes, four [4] minutes per person.
Comments MUST be related to a specific agenda item
slated for action at the meeting.

PLEASE PRINT

	FULL NAME	AGENDA ITEM FOR DISCUSSION
1x	John Powell	Next A. N. School
2x	JERRY BARNETT	
3x	SUSIE CORNELIUS	Structural Funds
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**PUBLIC HEARING
SIGN IN SHEET
OCONEE COUNTY COUNCIL MEETING
DATE: October 20, 2009 7:00 p.m.**

- [1] **Ordinance 2009-18** "AN ORDINANCE AUTHORIZING THE TRANSFER OF AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES ACROSS CERTAIN OCONEE COUNTY REAL PROPERTY AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT RELATED TO THE SAME; AND OTHER MATTERS RELATED THERETO" and Exhibit A & Exhibit B
- [2] **Ordinance 2009-19** "AN ORDINANCE AUTHORIZING THE TRANSFER OF INTEREST IN CERTAIN OCONEE COUNTY REAL PROPERTY AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN ACCESS EASEMENT AGREEMENT RELATED TO THE SAME; AND OTHER MATTERS RELATED THERETO" and Exhibit A & Exhibit B
- [3] **Ordinance 2009-20** "AN ORDINANCE TO AMEND THE FISCAL YEAR 2009-2010 BUDGET APPROPRIATES ORDINANCE FOR OCONEE COUNTY IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY; AND OTHER MATTERS RELATED THERETO" Third and Final Reading is scheduled for the November 3, 2009 County Council Meeting.

Public comment will be limited to four minutes per person.

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

Please PRINT your name

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10/20/09

	Walter Brown Industrial Park Spec Building Fairfield County	Kirco Spec Building Richland City	Steeple Chase Spec Building Kanshahe City	Jotham Spec Building Berkeley City	Brookfield Spec Building Greenville City	Lee County Spec Building Lee County	Golden Corner Commerce Park Oconee County	Woodfield Spec Building Laurens County	Blackwide Spec Building Barnwell County
# Miles to Interstate Hwy.	4.25 miles	0.67 miles	5.76 miles	1.17 Miles	1.28 Miles	1.86 Miles	2.0 Miles	2.5 Miles	3.7 Miles
Square Footage of Building	53,000 Sq. Ft.	183,000 Sq. Ft.	25,000 Sq. Ft.	87,760 Sq. Ft.	33,238 Sq. Ft.	48,814 Sq. Ft.	Not Data Yet	31,720 Sq. Ft.	50,000 Sq. Ft.
Acres	12 Acres	12 Acres	14 Acres	241 Acres	12 Acres	13.6 Acres	Not Determined	7 Acres	21.7 Acres
Year of Completion	2008	2008	2007	2007	2008	2007	Unknown	2007	2004
Stems Available	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Water Availability	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Gas Availability	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
County Population Estimate in 2008	23,435	354,000	59,800	163,227	439,113	15,391	11,274	69,381	23,872
Jobs in County in 2007	5,779	244,697	20,216	43,827	264,817	4,482	24,372	21,588	7,275
Number of Square Miles of	897	778	728	1,009	700	410	696	718	508
Land in County for Ranking in State	48	2	23	13	1	44	13	22	38



SCF TOT	PROPERTY	CITY	COUNTY	FSST WALL	YR. BUILT	Proximity to Major Interstate	HT. ENDS	HT. CTR	Total Acrago
10000	Lynchco River Spec Building	Pageland	Chesterfield	Insulated Metal	2006	40	23.25	24.91	3
20785	SOA	Richburg	Chester	Insulated Metal	2007	2	1.7	24	5
29523	Willow Run Spec Building	Aiken	Aiken	Insulated Concrete Panels	2003	6.5	24	20	6.3
31520	Woodfield Spec Building	Fountain Inn	Greenville	Insulated Concrete Panels	2007	1.5	28.5	32	7
42000	Horn Highway Spec Building	Henryway	Williamburg	Insulated Metal & Concrete Block	2007	40	25.5	36.5	7
42500	Cranshaw Spec Building 1	Richland	Greene	Insulated Metal	1998	26.2	23.1	27	5.4
35000	Carolina Regional Tech '04'	Orangeburg	Orangeburg	Insulated metal and an iron structure	2006	0.5	24.5	23.3	2
40000	Wentworth Branch Spec Building	Windsor	Alexander	Concrete Panels	2005	30	25	10	14
48384	Lee County Spec Building 2	Richmond	Lee	Insulated Concrete Panels	2007	1.5	27	32	13.8
24884	Wilmington Spec Building 2	Zionsville	Williamburg	Insulated Metal and Concrete Panel	2014	25	30	12	10
49500	Florence County Spec Building	Lake City	Florence	Insulated Metal	2009	17	27	27	11.8
50000	Blacksville Spec Building	Blacksville	Hartwell	Insulated Concrete Panels	2014	34	26	28	21.7
50000	Fairfield County Speculative Building	Ridgeway	Fairfield	Insulated Metal and Concrete Panels	2006	0.4	24	26	17
50000	Mariono Spec Building	Reidsville	Murphy	Insulated Concrete Panels	2001	25	24	26	20
75000	Stapleton Spec Building 1	Candler	Knoblox	Insulated Concrete Panels	2007	0.75	24	26	14
82000	Casamir Spec Building, Porton	Creech	Greenville	Insulated Concrete Panels	2007	14.4	26	51.6	51
83000	(Mention)	Waynes	Greenville	Insulated Pre-Cast	2007	0.7	26	24	2.42
85000	Mazini Spec Building 1	Greenville	Greenville	Insulated Concrete Panels	2007	2	26	34	20.7
96000	Boonville Industrial Spec Building	Madison	Greenville	Insulated Masonry Panels	2005	3	24	24	12
97780	Jedburg Spec Building, portion	Summersville	McCreeky	Concrete Panels	2007	7	51.15	16.56	10
100000	Colleton County "Spec" Building	Wadsworth	Colleton	Insulating T & G	2009	0.3	30	34	10
100800	Colonia Pines II, Portion	Byrneswood	Richland	Concrete Panels	2004	0.4	25.5	32	12
101400	Fairforest VI	Spartanburg	Spartanburg	Uninsulated Concrete Panels	2006	1	30	34	8
104800	Black River Spec Building 1	Sumter	Sumter	Insulated Concrete Panels	2003	18	26	29	28
112000	Charleston Regional Building 1	Charleston	Charleston	Concrete Panels	2007	5	24	24	7
124454	Spartanburg Corporate Center	York	York	Tilt-up Concrete	2008	0.9	10	18	45
150185	Muller-Valettine Spec Building	Orangeburg	Orangeburg	Concrete Panel	2008	0.5	28	33.1	22
174000	Waynes Logistics 1	Pinebluff	Leechton	Concrete Panel	2009	1.7	28	30	11
181000	Linco Spec Building	Dyersburg	Richland	Insulated Conc. Panels	2008	0.4	30.32	85.1ft.	12
194947	Orange Facility (Porton)	Orange Creek	Greenville	Insulated Brick, Floor & Wall	1974	5.9	30	20	15
224001	Communications Distribution Center	Laurin	Spartanburg	Insulated Conc. Panels	2008	1.5	32	33	30
251000	Charleston Regional Building 2, portion	Charleston	Charleston	Concrete Panels	2007	3	30	30	15
280185	South Procter Building with south	Beulah	Perkley	Concrete Panels	2008	6	30	34	28



STATE OF SOUTH CAROLINA
OCONEE COUNTY COUNCIL
ORDINANCE 2009-20

AN ORDINANCE TO AMEND THE FISCAL YEAR 2009-2010
BUDGET APPROPRIATIONS ORDINANCE FOR OCONEE
COUNTY IN CERTAIN LIMITED REGARDS AND
PARTICULARS, ONLY; AND OTHER MATTERS RELATED
THERETO

BE IT ORDAINED, by the County Council for Oconee County, South Carolina, in meeting duly assembled, that:

SECTION I:

"AN ORDINANCE TO ESTABLISH THE BUDGET FOR OCONEE COUNTY AND TO PROVIDE FOR THE LEVY OF TAXES FOR ORDINARY COUNTY PURPOSES IN OCONEE COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2009 AND ENDING JUNE 30, 2010". Ordinance 2009-06, is hereby amended and modified to:

- 1) Eliminate the capital lease financing of \$750,000 for the two fire trucks budgeted to be purchased in Fiscal Year 2009-2010 and increase the use of fund balance by \$750,000 to provide for the purchase of the aforesated trucks.
- 2) Provide for the purchase of radio tower equipment, in the amount of \$45,000.
- 3) Provide for support of the Clemson Area Transit (CAT bus) in the amount of \$60,000.
- 4) Provide for the replacement of Jenkins Road Bridge in the amount of \$275,000.
- 5) Increase the State Aid to Library Fund by \$22,644 to reflect the amount budgeted by State.

SECTION II:

The 2009-2010 Oconee County budget is hereby amended by adding the following, for the aforesated purposes:

<u>General Fund Revenues and Funding Sources</u>	
Fund Balance	\$855,000
Capital Lease	(750,000)
<u>General Fund Appropriations</u>	
Expenditure	\$105,000
<u>Capital Project Fund Revenues and Funding Sources</u>	
Fund Balance (Bridges and Culverts Fund)	\$275,000
<u>Capital Fund Appropriations</u>	
Expenditure	\$275,000
<u>Special Revenue Fund Revenues and Funding Sources</u>	
State Aid - SC State Library	\$22,644
<u>Special Revenue Fund Appropriations</u>	
Expenditure	\$22,644

SECTION III:

In the aggregate, the adopted fiscal year 2009-2010 budget, prior to these amendments stands at:

General Fund	\$ 43,408,420
Capital Project Funds	200,000
Special Revenue Funds	1,367,790

As so amended, herein, the new amended budget will be:

General Fund	\$ 43,513,420
Capital Project Fund	475,000
Special Revenue Funds	1,390,434

SECTION IV:

Except as specifically modified, amended or deleted herein, all appropriations of funds created by the "AN ORDINANCE TO ESTABLISH THE BUDGET FOR OCONEE COUNTY AND TO PROVIDE FOR THE LEVY OF TAXES FOR ORDINARY COUNTY PURPOSES IN OCONEE COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2009 AND ENDING JUNE 30, 2010", Ordinance 2009-06, are hereby ratified and shall remain in full force and effect as originally adopted. All other sections of Ordinance 2009-06 not modified, directly or by implication shall likewise remain in full force and effect. This ordinance shall take effect immediately on approval on third reading. All ordinances and resolutions inconsistent herewith are, to the extent of such inconsistency only, hereby revoked, repealed, and rescinded.

Adopted in meeting duly assembled this ___ day of _____, 2009.

OCONEE COUNTY, SOUTH CAROLINA

Reginald T. Dexter, Council Chairman
Oconee County, South Carolina

Attest:

Elizabeth G. Hulse
Clerk to Council

First Reading: September 15, 2009 [in title only]
Second Reading: October 6, 2009
Public Hearing:
Third & Final Reading:

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2009-18

AN ORDINANCE AUTHORIZING THE TRANSFER OF AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES ACROSS CERTAIN OCONEE COUNTY REAL PROPERTY AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT RELATED TO THE SAME; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), is the owner of that certain tract of land situate being more fully shown and designated on a deed recorded in the office of the Register of Deeds for Oconee County, South Carolina on August 9, 1995, in Deed Book 828 p. 121, and having Oconee County TMS# 149-00-01-004; ("County Property"); and,

WHEREAS, Blue Ridge Electric Cooperative, Inc. ("Blue Ridge") wishes to acquire from the County, a perpetual, non-exclusive right-of-way and utility easement upon, over, through and across that certain piece, parcel or tract of land being contained within and located upon the County Property designated as "Right-of-Way and Utility Easement Area" on a utility route survey beginning at route Station 87+77.65 and ending at Station 90+99.08 prepared by Southern Land Surveying entitled "OCONEE COUNTY RIGHT-OF-WAY TO BE ACQUIRED BY BLUE RIDGE ELECTRIC COOPERATIVE, INC. EBENEZER 100 KV TRANSMISSION LINE" dated October 27, 2008 and attached hereto as Exhibit A and incorporated herein by this reference ("Survey"); and

WHEREAS, in consideration of the payment and other good and valuable consideration as stated in the easement agreement, attached hereto as Exhibit B and incorporated by this reference ("Easement Agreement"), the County desires to declare, create and establish a perpetual, non-exclusive right-of-way and utility easement upon, over, through and across the Right-of-Way and Utility Easement Area for the benefit of Blue Ridge by execution and recording of the Easement Agreement; and,

WHEREAS, Section 4-9-30(2) of the Code of Laws of South Carolina, 1976, as amended, (the "Code") authorizes the County to transfer or otherwise dispose of interests in real property.

NOW, THEREFORE, be it ordained by Oconee County Council, in meeting duly assembled, that:

1. Oconee County Council authorizes the conveyance to Blue Ridge of those certain easement interests across the County Property as are more particularly described in the Easement Agreement.
2. The Oconee County Administrator is hereby authorized and directed to execute the Easement Agreement, and to take all other steps and actions as are necessary or appropriate to transfer said easement interests in the County Property to Blue Ridge.
3. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this ordinance, all of which are hereby deemed separable.
4. All orders, resolutions, and enactments of Oconee County Council inconsistent herewith in, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

5. This ordinance shall take effect and be in full force and effect from and after third reading and enactment by Oconee County Council.

ORDAINED in meeting, duly assembled, this ___ day of ___, 2009.

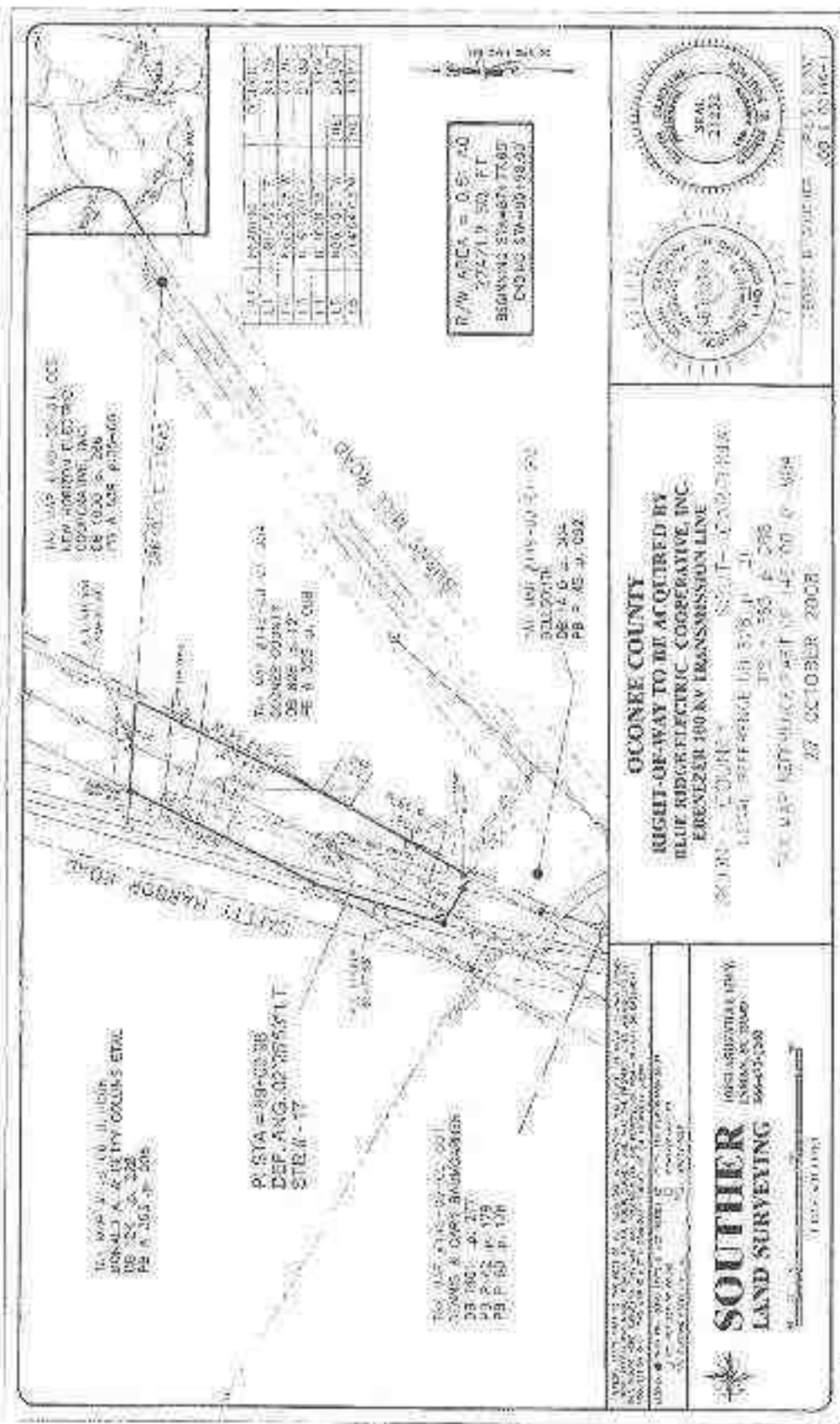
FOR OCONEE COUNTY:

Reginald T. Dexter, Chairman
Oconee County, South Carolina

ATTEST:

Elizabeth G. Hulse,
Oconee County Clerk to Council

First Reading:
Second Reading:
Public Hearing:
Third Reading:





STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

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)
)

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is entered into by and between Oconee County, South Carolina ("Grantor") and Blue Ridge Electric Cooperative, Inc. ("Grantee") as of _____, 2009.

WHEREAS, Grantor is the owner and holder of fee simple title to certain property located in Oconee County, South Carolina, the deed to which was recorded in the office of the Register of Deeds for Oconee County, South Carolina on August 9, 1995, in Deed Book 828 p. 121, and having Oconee County TMS# 149-00-01-004; ("Grantor Property"); and,

WHEREAS, Grantee wishes to acquire from Grantor, and Grantor wishes to grant to Grantee, a perpetual, non-exclusive right-of-way and utility easement upon, over, through and across that certain piece, parcel or tract of land being contained within and located upon the Grantor Property and being designated as "Right-of-Way and Utility Easement Area" on a utility route survey beginning at route Station 87+77.65 and ending at Station 90+99.08 prepared by Souther Land Surveying entitled "OCONEE COUNTY RIGHT-OF-WAY TO BE ACQUIRED BY BLUE RIDGE ELECTRIC COOPERATIVE, INC., EBENEZER 100 KV TRANSMISSION LINE" dated October 27, 2008 and recorded in the office of the Register of Deeds for Oconee County, South Carolina on _____, 2009 in Plat Book ___ at Page ___ ("Survey");

NOW, THEREFORE, for and in consideration of Nine Thousand Eight Hundred and 00/100 Dollars (\$9,800.00), receipt of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. GRANT OF EASEMENT. Grantor does hereby grant, bargain, sell, convey unto Grantee, its successors and assigns, a perpetual, non-exclusive right-of-way and utility easement upon, over, through and across that certain piece, parcel or tract of land being contained within and located upon the Grantor Property and being designated as Right-of-Way and Utility Easement Area on the Survey, to construct, maintain, alter, repair and replace one or more electric transmission, distribution and communication lines, including, but not limited to, underbuild, towers, poles, anchors and any necessary fixtures and wires attached thereto, footings, foundations, counterpoised underground wires, and all structures, appliances and antennas and electronic equipment necessary in connection therewith (the foregoing individually or collectively, the "Lines and Appurtenances"); together with the right to clear and keep clear all brush, timber and tree tops within the Right-of-Way and Utility Easement Area which might endanger any of the Lines and Appurtenances.

2. OWNERSHIP OF LINES AND APPURTENANCES. All Lines and Appurtenances shall remain the property of Grantee, removable at the sole option of Grantee at any time.

3. REMOVAL OF DANGER TREES. Grantee shall not remove trees located outside the Right-of-Way and Utility Easement Area ("Danger Trees") without prior written consent of Grantor, which consent shall not be unreasonably withheld; provided, however, that Grantor's

refusal to consent to the removal of one or more Danger Trees shall not be deemed unreasonable under this Agreement unless Grantee has provided Grantor a signed written statement by a registered and professionally licensed forester that the particular Danger Tree or Danger Trees in question pose a threat of injury or damage to the Lines and Appurtenances. For Danger Trees removed after the initial clearing, Grantee will pay Grantor the fair market value of such Danger Trees at the time of cutting as determined by a registered and professionally licensed forester in a written estimate which shall be provided to Grantor prior to such cutting.

4. OWNERSHIP OF CUT TREES. All trees cut by Grantee by virtue of this easement agreement shall become the property of Grantee and, except as directed by a local, state and/or federal agency, Grantee shall promptly remove all cut trees, brush, timber and tree tops cleared by Grantee from the Grantor Property, and Grantee shall restore the surface of disturbed ground to approximately the grade and shape of the surrounding land. The cost of any damage to the Grantor Property (other than to trees, brush, timber and tree tops cleared or removed pursuant to the terms of this Agreement) caused by Grantee, or Grantee's agents, employees or contractors shall be borne by Grantee; provided, however, that Grantor shall be entitled to repair such damage and seek reimbursement from Grantee.

5. BUILDINGS OR STRUCTURES. No buildings or permanent structures shall be placed within the Right-of-Way and Utility Easement Area.

6. TRANSFER OR ASSIGNMENT. This Agreement shall extend to the parties hereto and be transferable, in whole or in part, to their successors and assigns.

7. AMENDMENT: This Agreement represents the entire understanding between the parties with respect to the subject matter hereof and may not be abrogated, modified, rescinded or amended in whole or in part without the express written consent of the Parties or their respective successors or assigns. This Agreement and all amendments hereto shall be recorded in the public records of the Oconee County, South Carolina.

8. NOTICES: Any notice, request, demand or other communication to be given to either party hereunder shall be in writing and shall, be given or served by depositing the same in the United States mail, postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same in person to such party or by private courier guaranteeing next day delivery.

The following is the address for notice purposes of Grantor:

Oconee County
Attn.: Oconee County Administrator
415 South Pine Street
Walhalla, South Carolina 29691

The following is the address for notice purposes of Grantee:

Blue Ridge Electric Cooperative, Inc.
Attn.: Manager of Engineering
734 West Main Street
Pickens, South Carolina 29671

Either Party may lodge written notice of a change of address with the other. Notices shall be deemed given on the date of personal delivery to the specified Party, or the date of receipt indicated on the return receipt card, or on the date that the certified mail is rejected by the addressee. Each Party shall in good faith make reasonable efforts to deliver any notice required hereunder to the Party entitled to receive notice.

9. GOVERNING LAW: This Agreement shall be governed by and enforced in accordance with the laws of the State of South Carolina.

10. TIME OF ESSENCE: This is of the essence of this Agreement.

11. COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of such counterparts together shall be deemed to constitute one original document.

TO HAVE AND TO HOLD, all and singular the rights, privileges and easements aforesaid unto the said Blue Ridge Electric Cooperative, Inc., its successors and assigns, forever.

IN WITNESS WHEREOF, I have hereunto set my hand(s) and Seal(s), this ____ day of _____, 2009.

WITNESS:

GRANTOR:

Oconee County, South Carolina

By: _____

Its: _____

WITNESS:

GRANTEE:

Blue Ridge Electric Cooperative, Inc.

By: _____

Its: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

ACKNOWLEDGMENT
(Pursuant to S.C. Code Section 30-5-30 (c))

I, _____, Notary Public for South Carolina, do hereby certify that
Oconee County, by _____, its _____ personally
appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness by my hand this _____ day
of _____, 2009.

Notary Public for South Carolina

My Commission Expires:

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

ACKNOWLEDGMENT
(Pursuant to S.C. Code Section 30-5-30 (c))

I, _____, Notary Public for South Carolina, do hereby certify that
Blue Ridge Electric Cooperative, Inc., by _____, its
_____ personally appeared before me this day and acknowledged the
due execution of the foregoing instrument.

Witness by my hand this _____ day
of _____, 2009.

Notary Public for South Carolina

My Commission Expires:

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2009-19**

AN ORDINANCE AUTHORIZING THE TRANSFER OF INTEREST IN CERTAIN OCONEE COUNTY REAL PROPERTY AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN ACCESS EASEMENT AGREEMENT RELATED TO THE SAME; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), is the owner of that certain tract of land situate, lying and being in the County of Oconee, State of South Carolina, conveyed to the County by deed recorded in Book 15-0, Page 84, in the office of the Register of Deeds for Oconee County ("County Property"); and,

WHEREAS, Duke Energy Carolinas, LLC ("Duke Energy") wishes to acquire from the County a perpetual easement across, under, upon and over the County Property, at the Siren Easement Area, as defined below, to construct, maintain and operate a siren (the "Siren"), and to construct, operate and maintain across, under, upon, and over the Siren Easement Area all equipment and utility connections required by Duke Energy for the operation of the Siren, with such easement area being described as the "Siren Easement Area", herein, containing 0.002 +/- acres, described as "Area Within Siren Easement = 100 SQ. FT. or 0.002 AC," and the "Siren Access Easement Area", as used herein, shall refer to those areas or parcels of land upon the Property containing 0.112 +/- acres, described as "Area within Access Easement = 4,882 SQ. FT. or 0.112 AC" all as shown on a plat of survey entitled "Easement to be Acquired from Oconee County Regional Airport," dated May 5, 2008, marked MAP: 001514-373093, attached hereto as Exhibit A and incorporated herein by reference; and,

WHEREAS, in consideration of the good and valuable consideration as stated in the easement agreement, attached hereto as Exhibit B and incorporated by this reference ("Easement Agreement"), the County desires to declare, create and establish a perpetual easement upon, over, through and across the Siren Access Easement Area and the Siren Easement Area for the benefit of Duke Energy by execution and recording of the Easement Agreement; and,

WHEREAS, the County further desires to grant to Duke Energy, the United States Nuclear Regulatory Commission, the United States Department of Homeland Security, the Federal Emergency Management Agency, the South Carolina Department of Health and Environmental Control, and the Institute of Nuclear Power Operations a perpetual easement across and upon the Siren Easement Area and the Siren Access Easement Area for the benefit of Duke Energy, the United States Nuclear Regulatory Commission, the United States Department of Homeland Security, the Federal Emergency Management Agency, the South Carolina Department of Health and Environmental Control, and the Institute of Nuclear Power Operations for the purpose of testing or sounding the Siren, by execution and recording of the Easement Agreement; and,

WHEREAS, Section 4-9-30(2) of the Code of Laws of South Carolina, 1976, as amended, (the "Code") authorizes the County to transfer or otherwise dispose of interests in real property;

NOW, THEREFORE, be it ordained by Oconee County Council, in meeting duly assembled, that:

1. Oconee County Council authorizes the conveyance to Duke Energy, the United States Nuclear Regulatory Commission, the United States Department of Homeland Security, the Federal Emergency Management Agency, the South Carolina Department of Health and Environmental Control, and the Institute of Nuclear Power Operations of those certain easement interests across the County Property as are more particularly described in the Easement Agreement.
2. The Oconee County Administrator is hereby authorized and directed to execute the Easement Agreement, and to take all other steps and actions as are necessary or appropriate to transfer said easement interests in the County Property to Duke Energy, the United States Nuclear Regulatory Commission, the United States Department of Homeland Security, the Federal Emergency Management Agency, the South Carolina Department of Health and Environmental Control, and the Institute of Nuclear Power Operations, respectively.
3. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this ordinance, all of which are hereby deemed separable.
4. All orders, resolutions, and enactments of Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
5. This ordinance shall take effect and be in full force and effect from and after third reading and enactment by Oconee County Council.

ORDAINED in meeting, duly assembled, this ___ day of ___, 2009.

FOR OCONEE COUNTY:

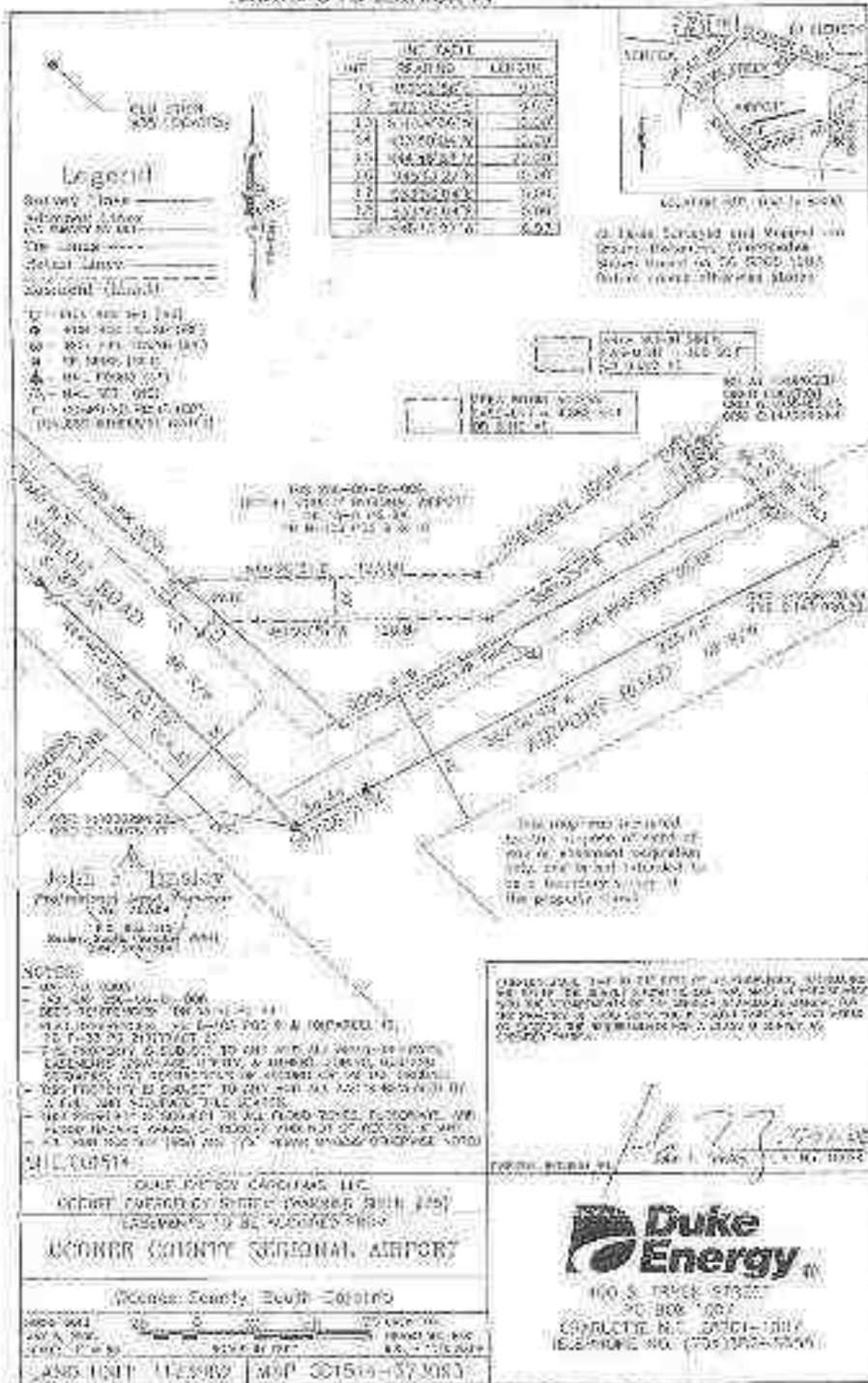
Reginald T. Dexter, Chairman
Oconee County, South Carolina

ATTEST:

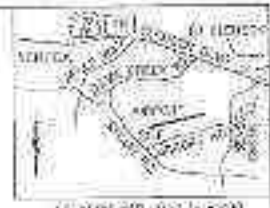
Elizabeth G. Hulse
Oconee County Clerk to Council

First Reading:
Second Reading:
Public Hearing:
Third Reading:

2009-019 Exhibit A



LINE	BEARING	LENGTH
1	S 89° 52' 30" W	100.00
2	S 89° 52' 30" W	100.00
3	S 89° 52' 30" W	100.00
4	S 89° 52' 30" W	100.00
5	S 89° 52' 30" W	100.00
6	S 89° 52' 30" W	100.00
7	S 89° 52' 30" W	100.00
8	S 89° 52' 30" W	100.00
9	S 89° 52' 30" W	100.00
10	S 89° 52' 30" W	100.00



- Legend**
- Survey Line
 - Subsidiary Line
 - City Line
 - County Line
 - Proposed Line
 - Adjacent Parcel

As Shown Surveyed and Measured on Ground by Robert C. Greenlee, Surveyor, License No. 26, 2705-1583, Office located at 1500 State St.

THE 150 MW SOLAR FARM PROJECT
 150 MW SOLAR FARM PROJECT
 150 MW SOLAR FARM PROJECT

150 MW SOLAR FARM PROJECT
 150 MW SOLAR FARM PROJECT
 150 MW SOLAR FARM PROJECT

John A. Hensley
 Professional Land Surveyor
 No. 21224
 P.O. Box 1010
 Weldon, North Carolina 27568
 919-338-1111

This map was prepared for the purpose of showing the location of the proposed solar farm project. It is not intended to be a boundary survey of the property shown.

NOTES:

1. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
2. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD UNLESS OTHERWISE NOTED.
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CONVEYANCE OF THE INTEREST OF A PERSON, INCLUDING AN ESTATE, IN REAL PROPERTY, SHALL BE VOID UNLESS THE SAME IS CONVEYED BY A WRITING, SIGNED BY THE PARTY OR PARTIES WHOSE INTEREST IS SO CONVEYED, OR BY A WRITING SIGNED BY A PERSON WHOSE NAME IS KNOWN TO BE THE NAME OF THE PARTY OR PARTIES WHOSE INTEREST IS SO CONVEYED.

[Signature]
 JOHN A. HENSELEY
 PROFESSIONAL LAND SURVEYOR
 No. 21224

WELDON COUNTY CAROLINAS, LLC
 1500 S. TRUCK STREET
 WELDON, NORTH CAROLINA 27568
 (919) 338-1111

WELDON COUNTY REGIONAL AIRPORT
 Weldon County, North Carolina
 1500 S. TRUCK STREET
 WELDON, NORTH CAROLINA 27568
 (919) 338-1111

Duke Energy
 150 S. TRUCK STREET
 WELDON, NC 27568
 (919) 338-1111

2009-019-001



Prepared By: Karol P. Mack, Associate General Counsel, Duke Energy Corporation
Mail To: Duke Energy Carolinas, LLC
Records Management ST30C
P.O. Box 1007
Charlotte, NC 28201

Site 001514
Land Unit 1173982
Project No. 001514-373095
Siren No. 35

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made this ___ day of _____, 2009, by and between OCONEE COUNTY, hereinafter referred to as "Grantor," and DUKE ENERGY CAROLINAS, LLC, a NC limited liability company, hereinafter referred to as "Grantee";

WITNESSETH:

That for and in consideration of the sum of Ten (\$10.00) Dollars, receipt whereof is hereby acknowledged, Grantor has this day bargained and sold and by these presents does hereby grant, bargain, sell and convey unto Grantee, the rights and easements specified herein across and upon the property of Grantor in Oconee County, South Carolina, conveyed to the Grantor by deed recorded in Book 15-0, Page 84, in the Office of the Clerk of Court for Oconee County (the "Property");

Grantor hereby grants to Grantee a perpetual easement across, under, upon and over the Property, at the Siren Easement Area, as defined below, to construct, maintain and operate a rotating Siren rated at not more than 127 decibels, mounted upon a utility pole (such siren and pole installation being the "Siren"), and to construct, operate and maintain across, under, upon, and over the Siren Easement Area all equipment and utility connections required by Grantee for the operation thereof (such related equipment and connections collectively being the "Siren Equipment"). As used herein, the "Siren Easement Area" shall refer to those areas or parcels of land upon the Property containing 0.002 +/- acres, described as "Area Within Siren Easement - 100 SQ.FT. or 0.002 AC," and the "Siren Access Easement Area" shall refer to those areas or parcels of land upon the Property containing 0.112 +/- acres, described as "Area within Access Easement - 4,882 SQ.FT. or 0.112 AC" all as shown on a plat of survey entitled "Easement to be Acquired from Oconee County Regional Airport," dated May 5, 2008, marked MAP: 001514-373093, attached hereto as Exhibit A and incorporated herein by reference. Grantee's rights hereunder shall include, but not be limited to, removing any and all trees and other vegetation from, and otherwise keeping clear, the circular area within a ten (10) foot radius from the Siren. Grantee shall be entitled at any time, and from time to time, to relocate the Siren to a location within ten (10) feet of the location agreed upon by the parties, as provided above.

Grantor hereby grants to Grantee a perpetual easement across and upon the Siren Access Easement Area for the purposes of vehicular and pedestrian access as required by Grantee, and to the extent necessary, in Grantee's reasonable opinion, for the inspection, maintenance and operation of the Siren and Siren Equipment.

Further, Grantor hereby grants to Grantee and to the United States Nuclear Regulatory Commission, the United States Department of Homeland Security, the Federal Emergency Management Agency, the South Carolina Department of Health and Environmental Control, and the Institute of Nuclear Power Operations a perpetual easement across and upon the Siren Easement Area and the Siren Access Easement Area for the purpose of testing or sounding, at any time and without notice, the Siren for evacuation drills and similar exercises or as required in the event of any emergency situation.

Grantor acknowledges that title to the Siren and to the Siren Equipment placed or installed upon the Siren Easement Area by Grantee shall at all times remain in Grantee.

TO HAVE AND TO HOLD the said easement unto the Grantee, the United States Nuclear Regulatory Commission, the United States Department of Homeland Security, the Federal Emergency Management Agency, the South Carolina Department of Health and Environmental Control, and the Institute of Nuclear Power Operations, and their successors and assigns, forever.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed by its duly authorized officials, on this _____ day of _____ in the year of our Lord two thousand nine and in the two hundred and thirty-third year of the Independence of the United States of America.

GRANTOR:

Witness

Oconee County

Witness

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on _____ by _____
ss _____ for Oconee County.

My Commission Expires: _____ Notary Public

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2009-21

**AN ORDINANCE TO AUTHORIZE THE TRANSFER OF
CERTAIN INTERESTS IN REAL PROPERTY; AND OTHER
MATTERS RELATED THERETO.**

WHEREAS, Oconee County, South Carolina (the "County") is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized by the provisions of Title 4, Chapter 9 of the Code of Laws of South Carolina, 1976, *as amended*, to sell, lease, or otherwise dispose of real property which is located within the County; and,

WHEREAS, on October 6, 2009, in a meeting duly assembled, Oconee County Council acknowledged and approved a Cross-Lease agreement (the "Cross-Lease") between the County and the City of Westminster, whereby the County will lease a 14.95 acre tract of land (the "Property") from the City of Westminster (the "City") and then lease certain space within a building built by the County on the Property (the "Space") back to the City; and,

WHEREAS, the Oconee County Council desires to lease the Space to the City in accordance with the Cross-Lease, attached as Exhibit A and incorporated herein by reference, and in order to fully effectuate the approved Cross-Lease, the Oconee County Council desires to authorize the Oconee County Administrator to negotiate and finalize the terms and conditions of the Cross-Lease, including, without limitation, the dates, exhibits, and other matters involving the Cross-Lease that are to be determined;

NOW, THEREFORE, be it ordained by Oconee County Council in meeting duly assembled that:

1. The County hereby agrees to lease the Space identified in the Cross-Lease, to the City under the terms and conditions of the Cross-Lease.
2. The Oconee County Administrator, or his or her designee, is hereby authorized to negotiate minor changes to the terms and conditions of the Cross-Lease, including, without limitation, determining the square footage of the Space and commencement date contemplated in the Cross-Lease, so long as the final terms and conditions are not materially adverse to the County and are substantially similar to the terms and conditions set forth in the Cross-Lease.
3. The Oconee County Administrator is hereby authorized and directed to execute the Cross-Lease, and to take all other steps and actions as are necessary or appropriate to lease the Space to the City.
4. Should any term, provision, or content of this ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall have no effect on the remainder of this ordinance, all of which is hereby deemed separable.
5. All Ordinances, Orders, Resolutions, and actions of Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and superseded.

6. This Ordinance shall become effective and be in full force and effect from and after the public hearing and the third reading in accordance with the Code of Ordinances, Oconee County, South Carolina.

ORDAINED in meeting, duly assembled, this ___ day of ___, 2009.

OCONEE COUNTY, SOUTH CAROLINA

By: _____

Chairman, County Council
Oconee County, South Carolina

ATTEST:

By: _____

Clerk to County Council
Oconee County, South Carolina

First Reading:
Second Reading:
Public Hearing:
Third & Final Reading:

Exhibit A- Ordinance 2009-21

AGREEMENT AND CROSS-LEASE

THIS AGREEMENT ("Agreement") is made and entered into by CITY OF WESTMINSTER, SOUTH CAROLINA, ("City") and OCONEE COUNTY, SOUTH CAROLINA, ("County"), and dated as of _____, 2009 (the "Commencement Date").

RECITALS

A. City is the fee simple owner of land consisting of approximately 14.95 acres located in Oconee County, South Carolina, which is more fully described on Exhibit A attached hereto and incorporated herein by reference, subject to all easements, restrictions, rights of way and encroachments of record (the "Ground Lease Premises").

B. City desires to lease the Ground Lease Premises to County, and County desires to lease the Ground Lease Premises from City to allow for the construction, operation, management and maintenance by County and use by County (collectively, the "Project") of a building and other improvements on the Ground Lease Premises to house offices, equipment and other infrastructure for the Oconee County Emergency Services Department as well as offices, equipment, other infrastructure for the Westminster Fire Department (collectively, the "Facilities") upon the Ground Lease Premises.

C. It is the intention of the parties that at all times during the Term (as hereinafter defined) County will own and manage the Facilities.

D. So that City can operate the Westminster Fire Department in the Facilities, the parties desire to have County lease certain space in the Facilities back to City, and City desires to lease the space back from County to effectuate the purposes of the Project.

E. The parties recognize that the Project will reduce costs, improve efficiency, and prevent duplication of services for the citizens of City of Westminster and Oconee County.

F. The parties desire to provide a clear and meaningful delegation of the duties and responsibilities between the parties and set forth the rights and obligations of the parties with regard to the Ground Lease Premises and the Facilities.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the foregoing recitals are true and correct and incorporated herein by this reference, and further agree as follows:

ARTICLE 1

TERM OF AGREEMENT

The term of this Agreement (the "Term") shall commence on the Commencement Date, and shall extend and shall continue in effect until midnight, _____, 2108 (the "Expiration Date"), or until such earlier date and time as this Agreement is terminated pursuant to the provisions of this Agreement.

ARTICLE 2

DEMISE OF GROUND LEASE PREMISES AND SPACE

Section 2.1 Demise of Ground Lease Premises. City hereby leases to County, and County hereby accepts and leases from City, the Ground Lease Premises, subject to the terms, conditions and provisions of this Agreement. So long as County keeps and performs the covenants, conditions, and terms of this Agreement, City covenants and agrees that County shall lawfully and

Exhibit A- Ordinance 2009-21

quietly hold, occupy and enjoy the Ground Lease Premises during the Term without hindrance of City or any person claiming under City. Notwithstanding the foregoing, County's rights established under this Agreement are subject to City's rights to use and access the Ground Lease Premises as provided herein. In addition to any rights of City as set forth below, City hereby retains the right to enter upon and inspect the Ground Lease Premises at reasonable times and upon reasonable notice; and City further reserves the right to enter upon the Ground Lease Premises, without prior notice, in the event of an emergency condition or situation, as reasonably determined by City.

Section 2.2 Demise of Space. County hereby leases to City, and City hereby accepts and leases from County, that certain space (the "Space") located within the Facilities, containing a total of approximately _____ square feet, together with the right to use in common with others, the parking areas, hallways, pedestrian walkways, landscaped areas, and other public areas of the Facilities (the "Public Areas"), and together with the right to use in common with County certain other areas within the Facilities (the "Common Areas"). The Space, the Public Areas and the Common Areas are shown on Exhibit B. Any and all provisions and principles of law to the contrary notwithstanding, the parties agree and covenant that City's interest in the property shall not merge by virtue of the lease of the Space, and City's leasehold interest in the Space shall remain at all times during the Term subordinate to County's interest in the Ground Lease Premises and the Facilities. So long as City keeps and performs the covenants, conditions, and terms of this Agreement, County covenants and agrees that City shall lawfully and quietly hold, occupy and enjoy the Space during the Term (as hereinafter defined) without hindrance of County or any person claiming under County. Notwithstanding the foregoing, City's rights established under this Agreement are subject to County's rights to use and access the Ground Lease Premises, including without limitation the Facilities, as provided in this Agreement. County hereby retains the right to enter upon and inspect the Space at reasonable times and upon reasonable notice; and County further reserves the right to enter the Space, without prior notice, in the event of an emergency condition or situation, as reasonably determined by County.

Section 2.3 Inspection Period. [REMOVED]

Section 2.4 Construction of the Facilities. Subject to the terms, conditions and restrictions of this Agreement, County will, at its own cost and expense, construct the Facilities, which shall include, without limitation, the construction of all structures and improvements related directly to the Facilities that are erected, affixed, or situate on, upon or beneath the Ground Lease Premises, including, without limitation, all site preparation, grading, clearing and grubbing, roadway construction and installation, paving, guttering, curbing, storm drainage facility construction and installation, installation of Utility Facilities (as defined in Section 3.6) that are the responsibility of County as set forth in Section 3.4, infrastructure and landscaping on the Ground Lease Premises (collectively the "Construction Project"). City or City's agents will, at City's own cost and expense, construct and install all Utility Facilities that are the responsibility of City as set forth in Section 3.4. County will allow City and City's agents reasonable access to the Ground Lease Premises for the construction, installation and maintenance of the Utility Facilities that are the responsibility of City so long as City or City's agents do not unreasonably interfere with the Construction Project or County's use of the Ground Lease Premises. City or City's agents shall cause the Utility Facilities that are the responsibility of City to conform in all respects with local requirements and ordinances and shall perform all work required of City in a good and workmanlike manner. County or County's agents shall cause the facilities to conform in all respects with local requirements and ordinances. County or County's agents shall cause all work shall be performed in a good and workmanlike manner. City shall cooperate with County regarding the Construction Project, which shall include, without limitation, execution of permits, and applications, where

Exhibit A- Ordinance 2009-21

appropriate. Should City or County have to remove any materials located on the Ground Lease Premises as of the Commencement Date, County will waive any solid waste tipping fees that would otherwise be charged by County, if any, with regard to the waste produced by such removal of materials.

Section 2.5 Change Order for Construction Project. During the Construction Project, if County desires to issue a change order that will materially alter the Space, the Public Areas, or the Common Areas, County will submit the requested changes to City for approval which approval will not be unreasonably delayed or withheld. If City desires to alter plans for the Construction Project, City may, specifically and in detail, request that County issue a change order for the Construction Project, approval for which will not be unreasonably delayed or withheld. In addition, City may, at its own cost and expense, provide a 30' x 80' metal building (the "Metal Building") to be constructed on the Ground Lease Premises. If City constructs the Metal Building on the Ground Lease Premises, the Metal Building shall be maintained by County like any other infrastructure constructed on the Ground Lease Premises and in accordance with the terms of this Agreement.

Section 2.6 Ownership of the Facilities. City covenants and agrees that no part of the Facilities, including without limitation any utilities constructed by City, shall be or become, or be considered as being, affixed to or a part of the Ground Lease Premises during the Term and any and all provisions and principles of law to the contrary notwithstanding. City hereby covenants and agrees that the Facilities and, with the exception of the Metal Building, any other improvements of any kind or nature that are constructed, erected, or placed on the Ground Lease Premises by County, County's agents, employees or contractors, shall be and remain the property of County during the Term. Upon the Expiration Date, the Facilities and all alterations, improvements, additions and utility installations which may be made on the Ground Lease Premises by County shall then become the sole property of City or City's designee, free and clear of all claims to or against them by County or any third person attributable to City or County, and all claims, liens, security interests, and encumbrances, other than those claims that are attributable to any act or omission of City or created hereafter in accordance with the terms of this Agreement. Notwithstanding the foregoing, any machinery, equipment or other property owned by County, other than that which is permanently affixed to the Ground Lease Premises so that it cannot be removed without material damage to the Ground Lease Premises, shall remain the property of County, and may be removed, provided, however, that County removes the same or causes its removal within thirty (30) days after the Expiration Date or earlier termination of this Agreement. Notwithstanding any other provisions of this Agreement, the Metal Building will remain the property of City throughout the Term and upon the Expiration Date or earlier termination of this Agreement shall be the property of City and shall remain upon and be surrendered with the Ground Lease.

Section 2.7 Future Construction and Improvements. City may request, and County may build (at the request of City or otherwise), future improvements and infrastructure on the Ground Lease Premises to support and enhance the Project. City may also request permission to build future improvements and infrastructure on the Ground Lease Premises, at City's cost or cost shared by City and County. Should either party desire to have any expansion of the Facilities or any improvements or infrastructure in addition to the Facilities, including, without limitation, additional training facilities, walking trails, or picnic shelters, the party seeking the new improvements or infrastructure shall propose, in writing, a general outline of the expansion, the proposed cost of the expansion, and the proposed cost-sharing arrangement, if any. Notwithstanding the foregoing, City may make structural changes, alterations, additions or improvements to the Space or the Facilities only with County's written permission.

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ARTICLE 3

RENT, TAXES AND UTILITIES

Section 3.1 Rent for Ground Lease Premises. In consideration for use of the Ground Lease Premises, County shall pay City the one-time sum of ten dollars (\$10.00).

Section 3.2 Rent for Space. In consideration for use of the Space, City shall pay County the one-time sum of ten dollars (\$10.00).

Section 3.3 Taxes. City and County shall equally share any and all taxes, fees, assessments, and charges attributable to the Ground Lease Premises and the improvements located thereon during the Term. City and County shall be responsible for their own taxes, fees, assessments, and charges attributable to their own respective activities on and use of the Ground Lease Premises, if any.

Section 3.4 Responsibility for Utilities. City and County agree to work with the utility companies and each other to allow mutual access to the utilities needed at the Ground Lease Premises in order to effectuate this Agreement. Unless otherwise specifically provided for herein, the parties will not be responsible for any consequential damages due to the stoppage or interruption of utilities or services nor will the parties be liable to each other or any other person for any damage occasioned by failure in any utility system or by the bursting or leaking of any vessel or pipe in or about the Ground Lease Premises, or for any damage arising from the acts or neglects of occupants of adjacent property to the Ground Lease Premises. From and after the Commencement Date, the utilities will be allocated as follows:

(a) Water, Sewer, Electricity, and Satellite. City shall pay or cause to be paid any and all charges for water, sewer, electricity, satellite service, or comparable utility services used by City, County and their agents, successors, assigns, and sublessees upon the Ground Lease Premises throughout the Term, including, without limitation, any installation and infrastructure costs, connection and servicing fees, permit fees, inspection fees, and fees to reserve utility capacity, if any.

(b) Cable. County shall pay or cause to be paid any and all charges for cable or comparable utility services used by City, County and their agents, successors, assigns, and sublessees upon the Ground Lease Premises throughout the Term, including, without limitation, any installation and infrastructure costs, connection and servicing fees, permit fees, inspection fees, and fees to reserve utility capacity, if any.

(c) Gas. City and County shall equally share and shall pay or cause to be paid any and all charges for gas or comparable utility services used by City, County and their agents, successors, assigns, and sublessees upon the Ground Lease Premises throughout the Term, including, without limitation, any installation and infrastructure costs, connection and servicing fees, permit fees, inspection fees, and fees to reserve utility capacity, if any.

(d) Telephone. City and County shall pay or cause to be paid their own charges for telephone service or comparable utility services, including, without limitation, any installation and infrastructure costs, connection and servicing fees, permit fees, inspection fees, and fees to reserve utility capacity.

(e) Trash Disposal and Other Utilities. Unless otherwise provided for herein, City and County shall equally share and shall pay or cause to be paid all charges for trash disposal and any other utilities not otherwise provided for herein, including, without

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limitation, any installation and infrastructure costs, connection and servicing fees, permit fees, inspection fees, and fees to reserve utility capacity for the same, if any.

Section 3.5 Failure to Pay Utilities. If either party fails to pay any utility bills or charges, the other party may, at its option, upon reasonable notice to non-paying party, pay the utility bills or charges, and in such event, the amount of such payment, together with interest thereon at the highest rate permitted by applicable law from the date of such payment by paying party, will be charged to non-paying party and shall be due and payable to the paying party upon receipt.

Section 3.6 Utility Easements. Each of the parties to this Agreement shall have the right to enter into agreements with utility companies creating easements in favor of such companies for Utility Facilities, as defined below, as may be required from time to time during the Term in order to service the Ground Lease Premises; provided, however, that any such easements: (i) may only be located within those areas of the Ground Lease Premises which will not materially interfere with any improvements/infrastructure located upon the Ground Lease Premises; (ii) must be approved by both parties as to location of easement and form of easement agreement, which approval will not be unreasonably withheld or delayed by either party; and (iii) may only be granted as non-exclusive easements. Each party hereto agrees to join in the grant of any such utility easements as may be requested by the other and to execute any and all documents, agreements and instruments in order to effectuate the same, all at the shared cost and expense of the parties. The parties agree to use reasonable efforts to cause any encumbrances on the Ground Lease Premises to be subordinate to such easements, as may be required by any utility companies. For purposes of this Agreement, "Utility Facilities" shall mean such underground conduits, wires, lines, pipes and mains and other underground electrical, gas, sanitary sewer, water and telephone and telecommunications structures and improvements necessary for the transmission and/or provision of electricity and electrical services, natural gas and natural gas services, sanitary sewer services, water and water services and telephone and telecommunications services, mains, swales, lift stations and retention ponds and other improvements/infrastructure necessary for the provision of stormwater drainage services.

Section 3.7 No Security Deposit. No security deposit is required hereunder.

Section 3.8 Development Fees. City and County shall equally share responsibility for any and all development fees, impact fees or other similar fees or charges, if any. City and County shall pay all such fees or otherwise cause payment by the proper party responsible for payment.

ARTICLE 4

USE OF GROUND LEASE PREMISES

Section 4.1 Uses of Ground Lease Premises by County. City shall allow County, its agents, employees, invitees, licensees, successors, assigns, and sublessees to use the Ground Lease Premises for the Project and for no other purpose. If at any time prior to the Expiration Date, County desires to utilize the Ground Lease Premises for any purposes other than the Project, which includes, without limitation, the use of the Ground Lease Premises by the Oconee County Emergency Services Department, or related uses contemplated herein, County shall notify City in writing of County's proposed change in use. On or before the sixtieth (60th) day after County notifies City of a proposed change in use, or at any time if County fails to notify City of a change in use, City, at City's election, may terminate this Agreement in accordance with Section 13.3 herein or agree to County's change in use through a written agreement, signed by City.

Section 4.2 Uses of Space and Facilities by City. County shall allow City, its agents, employees, invitees, licensees, successors, assigns, and sublessees to use the Space and Facilities for the Westminster Fire Department and related uses and for no other purpose. If at any time prior

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to the Expiration Date, City desires to utilize the Space and Facilities for any purposes other than use for the Westminster Fire Department and related uses, City shall notify County in writing of the proposed change in use. On or before the sixtieth (60th) day after City notifies County of a proposed change in use, or at any time if City fails to notify County of a change in use, County, at County's election, may terminate this Agreement in accordance with Section 13.2 herein or agree to City's change in use through a written agreement, signed by County.

ARTICLE 5

HAZARDOUS MATERIALS

Section 5.1 Definitions. "Hazardous Materials" shall mean any material, substance or waste that is or has the characteristic of being hazardous, toxic, ignitable, reactive or corrosive, including, without limitation, petroleum, PCBs, asbestos, materials known to cause cancer or reproductive problems and those materials, substances and/or wastes, including infectious waste, medical waste, and potentially infectious biomedical waste, which are or later become regulated by any local governmental authority, the State of South Carolina or the United States Government, including, but not limited to, substances defined as "hazardous substances," "hazardous materials," "toxic substances" or "hazardous wastes" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq.; all corresponding and related State of South Carolina and local statutes, ordinances and regulations, including without limitation any dealing with underground storage tanks; and in any other environmental law, regulation or ordinance now existing or hereinafter enacted (collectively, "Hazardous Materials Laws").

Section 5.2 Use of Ground Lease Premises; Remediation of Contamination.

(a) Use. The parties hereby agree that they and their officers, directors, employees, representatives, agents, contractors, subcontractors, successors, assigns, sublessees, invitees and any other occupants of the Ground Lease Premises, the Facilities or the Space shall not use, generate, manufacture, refine, produce, process, store or dispose of, on, under or about the Ground Lease Premises or transport to or from the Ground Lease Premises in the future for the purpose of generating, manufacturing, refining, producing, storing, handling, transferring, processing or transporting Hazardous Materials, except in compliance with all applicable Hazardous Materials Laws. Minor quantities of Hazardous Materials may be used or stored in the Ground Lease Premises for cleaning purposes only or in connection with the use of office equipment only on the condition that such quantities and the use thereof are permitted by or are exempt from applicable governmental regulation and all applicable Hazardous Materials Laws. Furthermore, the parties shall, at their own expense, procure, maintain in effect and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals required for the storage or use by the parties of Hazardous Materials on the Ground Lease Premises, including without limitation, discharge of (appropriately treated) materials or wastes into or through any sanitary sewer serving the Ground Lease Premises.

(b) Remediation. If at any time during the Term any contamination of the Ground Lease Premises by Hazardous Materials shall occur where such contamination is caused by the act or omission of a party or their officers, directors, employees, representatives, agents, contractors, subcontractors, successors, assigns, sublessees, invitees and any other occupants of the Ground Lease Premises, the Facilities or the Space ("Contamination"), then the contaminating party, at no expense to the non-contaminating

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party, shall promptly and diligently remove such Hazardous Materials from the Ground Lease Premises, or the groundwater underlying the Ground Lease Premises, to the extent reasonably possible in accordance with the requirements of the applicable Hazardous Materials Laws and industry standards then prevailing in the Hazardous Materials management and remediation industry in the State of South Carolina. However, contaminating party shall not take any required remedial action in response to any Contamination in or about the Ground Lease Premises or enter into any settlement agreement, consent, decree or other compromise in respect to any claims relating to any Contamination without first notifying the non-contaminating party of the contaminating party's intention to do so and affording non-contaminating party the opportunity, at non-contaminating party's expense, to appear, intervene or otherwise appropriately assert and protect non-contaminating party's interest with respect thereto. In addition to all other rights and remedies of the non-contaminating party hereunder, if the contaminating party does not promptly and diligently take all steps to prepare and obtain all necessary approvals of a remediation plan (the "Plan") for any Contamination, and thereafter commence the required remediation, in accordance with the Plan, of any Hazardous Materials released or discharged in connection with Contamination within thirty (30) days after the non-contaminating party has reasonably approved the Plan and all necessary approvals and consents have been obtained and thereafter continue to prosecute said remediation to completion in accordance with the approved Plan, then the non-contaminating party, in its sole discretion, shall have the right, but not the obligation, to cause said remediation in accordance with the Plan to be accomplished, and the contaminating party shall reimburse the non-contaminating party within fifteen (15) business days of the non-contaminating party's demand for reimbursement of all amounts reasonably paid by the non-contaminating party (together with interest on said amounts at the judgment rate until paid), when said demand is accompanied by proof of payment by the non-contaminating party of the amounts demanded. The contaminating party shall promptly deliver to the non-contaminating party copies of hazardous waste manifests reflecting the legal and proper disposal of all Hazardous Materials removed from the Ground Lease Premises as part of the contaminating party's remediation of any Contamination.

(c) Disposition of Hazardous Materials. Except as removed from the Ground Lease Premises in strict accordance and conformity with all applicable Hazardous Materials Laws, the contaminating party shall cause any and all Hazardous Materials removed from the Ground Lease Premises as part of the required remediation of any Contamination to be removed and transported solely by duly licensed haulers to duly licensed facilities for final disposal of such materials and wastes.

Section 5.3 Notice of Hazardous Materials Matters. Each party hereto (for purposes of this Section, "Notifying Party") shall immediately notify the other party (the "Notice Recipient") in writing of: (a) any enforcement, clean-up, removal or other governmental or regulatory action instituted, contemplated or threatened concerning the Ground Lease Premises pursuant to any Hazardous Materials Laws; (b) any claim made or threatened by any person against the Notifying Party or the Ground Lease Premises relating to damage contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Materials on or about the Ground Lease Premises; and (c) any reports made to any environmental agency arising out of or in connection with any Hazardous Materials in or removed from the Ground Lease Premises, including any complaints, notices, warnings or asserted violations in connection therewith, all upon receipt by the Notifying Party of actual knowledge of any of the foregoing matters. Notifying Party shall also supply to Notice Recipient as promptly as possible, and in any event within five (5)

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business days after Notifying Party first receives or sends the same, copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Ground Lease Premises.

ARTICLE 6

FURNISHINGS AND EQUIPMENT

County and City shall be responsible for their own furnishings, supplies and equipment regarding the respective party's use of the Ground Lease Premises, the Facilities and the Space. The parties shall equally share responsibility or otherwise provide for all furnishings, supplies, and equipment in the Common Area, the Public Areas and areas otherwise shared by County and City. Unless otherwise provided for in writing, all equipment, furnishings and supplies of a party will be the responsibility of the party purchasing said equipment, furnishings or supplies, shall be purchased in the name of the purchasing party, and shall be and remain the property of the purchasing party. Whenever practicable, the parties shall use cooperative purchasing activities for the purchase of furnishings, supplies and equipment to be used on at the Facilities. Upon the Expiration Date or the earlier termination of this Lease, any furnishings, supplies and equipment shared by the parties shall be equitably divided between the parties.

ARTICLE 7

MAINTENANCE AND REPAIRS

Section 7.1 Maintenance of Ground Lease Premises. Subject to the limitation of this Article 7, County agrees that it will, at its own cost and expense, maintain or cause to be maintained the Ground Lease Premises, the Facilities, any other improvements and infrastructure placed or constructed on the Ground Lease Premises by County or County's agents, employees or contractors, and appurtenances thereto and every part thereof, in good order, condition and repair and in accordance with all applicable laws, rules, ordinances, orders and regulations of all governmental authorities. Notwithstanding the foregoing, County's obligation to maintain the Facilities shall be limited to maintenance of certain components of the Facilities, including the HVAC system and the structural components of the Facilities, including the roof, exterior walls (exclusive of glass, all doors, plate glass doors, door mountings and overhead doors) electrical and plumbing systems to the faceplates on the interior walls and foundations. City will at once report to County any defective condition with regard to the Facilities known to City which County is required to repair. Except in regards to the Facilities, in the event any maintenance or repairs required to be made to the Ground Lease Premises under the provisions of this Agreement are not made or commenced and diligently pursued thereafter, within sixty (60) days after written notice from City to do so, then City may, at its option, enter upon said Ground Lease Premises and repair the same, and the reasonable cost and expense of such repairs shall be due and paid by County as additional rent to City upon demand.

Section 7.2 Emergency Repairs. Notwithstanding the provisions of Section 7.1 and except in regards to the Facilities, in the event of an emergency, City, at its option, may without notice enter on the Ground Lease Premises to effect repairs needed as a result of the emergency.

Section 7.3 Maintenance and Repair of the Space. City agrees to keep and maintain the Space at City's sole expense in a good state of condition and repair. Except as otherwise provided, City further agrees to keep all fixtures, equipment and/or systems in good order and repair at City's sole expense. City agrees to return the Space upon the Expiration Date or sooner termination of this Agreement in at least as good condition as the Space was when first leased, ordinary wear and tear excepted.

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Section 7.4 Housekeeping, Janitorial Duties. County shall be responsible for maintaining the Ground Lease Premises in a clean and orderly manner. The parties shall equally share responsibility for housekeeping and janitorial duties for the Common Areas, the Public Areas and areas otherwise shared by County and City and shall pay or cause to be paid all charges for housekeeping and janitorial duties in the Common Areas, the Public Areas and areas otherwise shared by County and City.

ARTICLE 8

ASSIGNMENT, LEASE-BACK AND SUBLIETTING

Except as otherwise provided herein, neither County nor City may sell, assign, sublease, convey or transfer its interest in this Agreement and the leasehold estate created hereby, without the prior written consent of the other party, whose consent will not be unreasonably withheld or delayed.

ARTICLE 9

CONDEMNATION

Section 9.1 Interests of Parties on Condemnation. If the Ground Lease Premises or any part thereof shall be taken for public purpose by condemnation as a result of any action or proceeding in eminent domain, or shall be transferred in lieu of condemnation to any authority entitled to exercise the power of eminent domain, the interests of City and County in the award or consideration for such transfer, and the allocation of the award and the other effects of the taking or transfer upon this Agreement, shall be as provided by this Article 9.

Section 9.2 Total Taking - Termination. If the entire Ground Lease Premises is taken or so transferred, this Agreement and all of the right, title and interest of County hereunder shall cease on the date title to such land so taken or transferred vests in the condemning authority.

Section 9.3 Partial Taking - Termination. In the event of the taking or transfer of only a part of the Ground Lease Premises, leaving the remainder of the Ground Lease Premises in such location, or in such form, shape or reduced size as to be not effectively and practicably usable in the good faith opinion of County for County's purposes, this Agreement and all right, title and interest of County hereunder may be terminated by County giving, within sixty (60) days of the occurrence of such event, thirty (30) days' notice to City of County's intention to terminate. Notwithstanding the foregoing, upon notice from County to City that County desires to continue this Agreement, this Agreement shall continue in full force and effect.

Section 9.4 Partial Taking - Award. If title and possession of a portion of the Ground Lease Premises is taken under the power of eminent domain, and this Agreement continues as to the portion remaining, all compensation and damages ("Compensation") payable to County by reason of any improvements/infrastructure so taken shall be available to be used, in the extent reasonably needed, by County in replacing any improvements/infrastructure so taken with improvements/infrastructure of the same type as the remaining portion of the Ground Lease Premises. All plans and specifications for such replacement and improvements shall be subject to City's reasonable prior approval and all such repairs shall be in compliance with all then existing codes, zoning ordinances, rules and regulations governing the Ground Lease Premises.

Section 9.5 Allocation of Award. Any compensation awarded or payable because of the taking of all or any portion of the Ground Lease Premises by eminent domain shall be awarded in accordance with the values of the respective interests in the Ground Lease Premises and all improvements/infrastructure thereon immediately prior to the taking. The value of City's interest in

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the Ground Lease Premises and all improvements/infrastructure thereon immediately prior to a taking shall include the then value of its interest as City under this Agreement, together with the value of its reversionary interest in the Ground Lease Premises and related improvements/infrastructure. The value of County's interest in the Ground Lease Premises and improvements/infrastructure immediately prior to a taking shall include the then value of its interest in the Ground Lease Premises and related improvements/infrastructure for the remainder of the Term, and shall specifically consider the conditions of surrender as set forth in Article 13. In the event of separate awards, then City and County may retain such separate awards made to each and any of them. Such values shall be those determined in the proceeding relating to such taking or, if no separate determination of the values is made in such proceeding, those determined by agreement between City and County. If such agreement cannot be reached, such values shall be based on the cost approach (without regard to the comparable or income approach) as determined by an appraiser or appraisers appointed in the manner provided below. The time of taking shall mean 12:01 a.m. of, whichever shall first occur, the date of title or the date physical possession of the portion of the Ground Lease Premises on which the improvements/infrastructure are located is taken by the taking agency or entity. If the appointment of an appraiser or appraisers is required, City and County will each select an MAI real estate appraiser licensed in the State of South Carolina and having experience in the appraisal of commercial real estate to conduct an appraisal of the Ground Lease Premises or applicable portion thereof, taking into account the then use of the Ground Lease Premises by County, together with the appurtenances to the Ground Lease Premises such as access, parking and landscaping, but including such value only as appurtenances to the Ground Lease Premises. If the two appraisers shall agree, the agreed value shall be the fair market value of the Ground Lease Premises or applicable portion thereof. If the appraisers do not agree and the difference between the two appraisals does not exceed ten percent (10%) of the greater appraisal, then the average of the two (2) fair market values as determined by the two appraisals shall determine the fair market value of the Ground Lease Premises or applicable portion thereof. If the difference between the two appraisals is greater than ten percent (10%) of the greater appraisal, then the two appraisers shall select a third MAI appraiser licensed in the State of South Carolina, and the average of the three appraisals shall be the fair market value of the Ground Lease Premises or applicable portion thereof. Each party shall pay the cost of its chosen appraiser and should a third appraiser be necessary, City and County shall each pay one-half (½) of the costs of the third appraiser.

Section 9.6 Voluntary Conveyance. A voluntary conveyance by City to a public utility, agency or authority under threat of a taking under the power of eminent domain in lieu of formal proceedings shall be deemed a taking within the meaning of this Article 9.

ARTICLE 10

INSURANCE AND LIABILITY

Section 10.1 Required Insurance Coverage for County. County covenants and agrees that County will carry and maintain, at its sole cost and expense, the following types of insurance:

- (a) Liability insurance in the Commercial General Liability form (or reasonable equivalent thereto) covering the Premises and County's use thereof against claims for personal injury or death, property damage and product liability occurring upon, in or about the Ground Lease Premises to be in combined single limit amounts not less than \$1,000,000.00 and to have general aggregate limits of not less than \$2,000,000.00 for each policy year.

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(b) Insurance covering all of the items included in County's leasehold improvements, trade fixtures, merchandise and personal property from time to time in, on or upon the Ground Lease Premises, in an amount not less than one hundred percent (100%) of their full replacement value from time to time during the Term, providing protection against perils included within the standard form of "all-risks" fire and casualty insurance policy, together with insurance against sprinkler damage, vandalism and malicious mischief.

Section 10.2 Policy Requirements for County. Each of County's insurance policies required above will: (a) provide that a certificate evidencing the coverage described in Section 10.1(b) and naming the City as a certificate holder will be delivered prior to possession of the Ground Lease Premises by County; (b) contain a provision that the insurer will give to City at least thirty (30) days notice in writing in advance of any material change, cancellation, termination or lapse, or the effective date of any reduction in the amounts of insurance; and (c) be written as a primary policy which does not contribute to and is not in excess of coverage which City may carry.

Section 10.3 Required Insurance Coverage for City. City covenants and agrees that City will carry and maintain, at its sole cost and expense, the following types of insurance:

(a) Liability insurance in the Commercial General Liability form (or reasonable equivalent thereto) covering the Space and City's use of the Space, the Facilities and the Ground Lease Premises against claims for personal injury or death, property damage and product liability occurring upon, in or about the Space, the Facilities or the Ground Lease Premises to be in combined single limit amounts not less than \$1,000,000.00 and to have general aggregate limits of not less than \$2,000,000.00 for each policy year.

(b) Insurance covering all of the items included in City's leasehold improvements, trade fixtures, merchandise and personal property from time to time in, on or upon the Space and the Facilities, in an amount not less than one hundred percent (100%) of their full replacement value from time to time during the Term, providing protection against perils included within the standard form of "all-risks" fire and casualty insurance policy, together with insurance against sprinkler damage, vandalism and malicious mischief.

Section 10.4 Policy Requirements for City. Each of City's insurance policies required above will: (a) name County as an additional insured and the coverage described in Section 10.3(b) will also name County as a loss payee; (b) provide that a certificate evidencing such insurance will be delivered to County prior to possession of the Space by City; (c) contain a provision that the insurer will give to County at least thirty (30) days notice in writing in advance of any material change, cancellation, termination or lapse, or the effective date of any reduction in the amounts of insurance; and (d) be written as a primary policy which does not contribute to and is not in excess of coverage which County may carry.

Section 10.5 Waiver of Subrogation. City and County and all parties claiming under them mutually release and discharge each other from all claims and liabilities arising from or caused by any casualty or hazard covered or required hereunder to be covered in whole or in part by the casualty and liability insurance to be carried on the Project, the Facilities, the Space, and the Ground Lease Premises or in connection with any improvements and infrastructure on or activities conducted on the Facilities, the Space, and the Ground Lease Premises, and waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof, and shall evidence such waiver by endorsement to the required insurance policies, provided that such release shall not operate in any case where the effect is to invalidate or increase the cost of such insurance coverage, provided that in the case of increased cost, the other party shall have the right, within

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thirty (30) days following written notice, to pay such increased cost, thereby keeping such release and waiver in full force and effect.

Section 10.6 Liability. City and County will not do or permit any act or thing to be done upon the Ground Lease Premises which may subject the other party to any liability or responsibility for injury, damages to person or property or to any liability by reason of any violation of law or any applicable restriction or covenant. County and City, each, respectively, agree to be responsible and assume the risk of liability for its own wrongful and negligent acts or omissions, or those of its officers, agents, or employees to the extent that liability exists, to each insure its own respective interests under this Lease, and to each defend itself against any and all claims, losses, liabilities, causes of action, damages, or expenses, whether due to damage to the Ground Lease Premises, claims for injuries to persons or property, or administration or criminal action by a governmental authority.

ARTICLE 11

DAMAGE AND DESTRUCTION

Section 11.1 Restoration of Premises. At any time during the Term, and so long as no Event of Default (as defined below) has occurred, if the Facilities or any buildings or improvements/infrastructure now or hereafter located on the Ground Lease Premises are damaged and/or destroyed in whole or in part by fire, theft, the elements, or any other cause, this Agreement shall continue in full force and effect unless terminated by County upon ninety (90) days written notice. In the event this Agreement is not terminated by County, County, at its sole cost and expense, shall repair and restore the damaged or destroyed Ground Lease Premises and related improvements/infrastructure, other than the Metal Building, according to the original plans for the Facilities or according to such modified plans as shall be determined by County and reasonably approved in writing by City. The work of repair and restoration shall be commenced by County as soon as possible after the damage or destruction occurs, and shall be completed with due diligence.

Section 11.2 Application of Insurance Proceeds. In the event this Agreement is not terminated by County pursuant to Section 11.1, any and all fire or other insurance proceeds that become payable at any time during the Term, or any extensions thereof, for damage to or destruction of the Facilities or any buildings or improvements/infrastructure on the Ground Lease Premises shall be paid to County, and applied toward the cost of repairing and restoring the damaged or destroyed Facilities, buildings or improvements/infrastructure to the extent necessary to return the damaged or destroyed Facilities, buildings or improvements/infrastructure to their condition prior to the damage or the destruction.

ARTICLE 12

DEFAULTS AND REMEDIES

Section 12.1 Default. Failure of either party to observe or perform any of its covenants, conditions or agreements under this Agreement; or the breach of any warranties or representations of either party under this Agreement shall be a default and a breach of this Agreement and constitute an "Event of Default."

Section 12.2 Notice and Right to Cure. The defaulting party shall have sixty (60) days to cure a default after written notice is given by the non-defaulting party to the defaulting party, specifying the nature of the Event of Default; provided, however, that if after exercise of due diligence and its best efforts to cure the Event of Default the defaulting party is unable to cure the

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default within the sixty (60) day period, then the cure period shall be extended for such reasonable time as may be required to cure the Event of Default.

Section 12.3 Remedies. If any default shall continue uncured upon expiration of the applicable cure period, the non-defaulting party may exercise any one or all of the rights and remedies provided by law or equity. Suit or suits for the recovery of damages, or any installments thereof, may be brought by the non-defaulting party from time to time at its election, and nothing contained herein shall be deemed to require a non-defaulting party to postpone suit until the Expiration Date nor limit or preclude recovery by the non-defaulting party against the defaulting party of any sums or damages which, in addition to the damages particularly provided above, the non-defaulting party may lawfully be entitled by reason of any default hereunder. All the remedies hereinbefore given to the parties and all rights and remedies given to them at law and in equity shall be cumulative and concurrent.

ARTICLE 13

TERMINATION AND SURRENDER

Section 13.1 Early Termination of Agreement. Either party may terminate this Agreement at any time prior to the Expiration Date by delivering a written notice of the party's intent to terminate to the other party on or before the ninetieth (90th) day prior to termination of the Agreement and in the manner provided in Section 14.5 hereof.

Section 13.2 Early Termination by County. If County terminates this Agreement at any time prior to the Expiration Date and provided City is not currently in breach or default in the performance of this Agreement, County shall deliver to City a Quitclaim Deed, if requested by City, transferring County's interest in the Ground Lease Premises to City as provided for in Section 13.6 below.

Section 13.3 Early Termination by City. If City terminates this Agreement at any time prior to the Expiration Date, and provided County is not currently in breach or default in the performance of this Agreement, County, in County's sole discretion, may exercise an option to purchase ("Option to Purchase") the Ground Lease Premises from City as set forth in Section 13.4 below. On or before the termination date as set forth by City in its notice to terminate, provided County has not exercised its Option to Purchase pursuant to Section 13.4 below, City shall pay County the Termination Amount as defined and set forth in Section 13.5 below. Upon delivery of the Termination Amount, County shall deliver to City a Quitclaim Deed transferring County's interest in the Facilities and a Partial Termination and Release of this Agreement as provided for in Section 13.6 below.

Section 13.4 County's Option to Purchase. City grants unto County the Option to Purchase the Ground Lease Premises for the sum of Six Hundred Thousand Dollars (\$600,000.00), which may be exercised by County in the event City terminates this Agreement prior to the Expiration Date as set forth in Section 13.3. County shall be deemed to have exercised its Option to Purchase the Ground Lease Premises only upon delivery to City of a written notice (the "Option Notice") in the manner provided in Section 14.5 hereof. The Option Notice shall refer specifically to this Agreement, state that County is exercising its Option to Purchase the Ground Lease Premises due to City's termination, and state a date for the closing of the sale of the Ground Lease Premises (the "Closing"), which shall not be later than sixty (60) days after the Option Notice. City shall convey title by limited warranty deed approved by County at the Closing. Title to the Ground Lease Premises shall be conveyed free and clear of any liens and encumbrances.

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Section 13.5 Payment of Termination Amount. Upon an early termination of this Agreement by City as set forth in Section 13.3 and if County does not exercise its Option to Purchase and if the Construction Project is substantially completed, City shall pay County an amount intended to reimburse County's investment associated with the Construction Project (the "Termination Amount"). The parties acknowledge that an accurate investment cost would be difficult to determine based on inflation, depreciation and the mutual investment of the parties in the Ground Lease Premises and Facilities, so the parties agree that the Termination Amount shall be set forth as set forth below. The parties agree that the base amount shall be Two Million Five Hundred Thousand Dollars (\$2,500,000.00) (the "Base Amount"), which accurately reflects the initial estimates of the costs of the building to County. The Termination Amount shall be determined by decreasing the Base Amount by One Hundred Twenty Five Thousand Dollars (\$125,000.00) each year over the next twenty years.

- (a) In accordance with the above formula, the Termination Amount shall be:
- \$2,500,000.00 if termination occurs on or before July 31, 2010
 - \$2,375,000.00 if termination occurs on or before July 31, 2011
 - \$2,250,000.00 if termination occurs on or before July 31, 2012
 - \$2,125,000.00 if termination occurs on or before July 31, 2013
 - \$2,000,000.00 if termination occurs on or before July 31, 2014
 - \$1,875,000.00 if termination occurs on or before July 31, 2015
 - \$1,750,000.00 if termination occurs on or before July 31, 2016
 - \$1,625,000.00 if termination occurs on or before July 31, 2017
 - \$1,500,000.00 if termination occurs on or before July 31, 2018
 - \$1,375,000.00 if termination occurs on or before July 31, 2019
 - \$1,250,000.00 if termination occurs on or before July 31, 2020
 - \$1,125,000.00 if termination occurs on or before July 31, 2021
 - \$1,000,000.00 if termination occurs on or before July 31, 2022
 - \$875,000.00 if termination occurs on or before July 31, 2023
 - \$750,000.00 if termination occurs on or before July 31, 2024
 - \$625,000.00 if termination occurs on or before July 31, 2025
 - \$500,000.00 if termination occurs on or before July 31, 2026
 - \$375,000.00 if termination occurs on or before July 31, 2027
 - \$250,000.00 if termination occurs on or before July 31, 2028
 - \$125,000.00 if termination occurs on or before July 31, 2029
 - \$0.00 if termination occurs after July 31, 2029

Section 13.6 Surrender of Possession, Transfer of Interest and County's Quietclaim. Upon the Expiration Date or if County is obligated to surrender possession of the Ground Lease Premises as set forth in Sections 13.2 and 13.3 above, County shall surrender to City possession of the Ground Lease Premises, and County shall further transfer all right, title and interest that County has in the Facilities to City. The Ground Lease Premises, the Facilities and all other improvements located thereon shall then become the sole property of City or City's designee, free and clear of all claims to or against them by County, other than those claims that are attributable to any act or omission of City. County may remove, or cause to be removed, all personal property and equipment of County, other than permanent fixtures which cannot be removed without material damage to the Ground Lease Premises, from the Ground Lease Premises within thirty (30) days after the Expiration Date or earlier termination of this Agreement; thereafter all such personal property and equipment not removed shall belong to City without the payment of any consideration. Upon the Expiration Date or sooner termination of this Agreement triggering a transfer to City if the conditions set forth above are met, County agrees to execute and deliver to City, if requested by

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City, a proper instrument in writing, releasing and quitclaiming to City all right, title and interest of County in and to the Facilities and a Partial Termination and Release of this Agreement with regard to the Ground Lease Premises, and City agrees to accept delivery of the same.

ARTICLE 14

GENERAL PROVISIONS

Section 14.1 Conditions and Covenants. All of the provisions of this Agreement shall be deemed as running with the land, and construed to be "conditions" as well as "covenants" as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

Section 14.2 Survival. All representations and warranties of the parties under this Agreement shall survive the expiration or sooner termination of this Agreement for acts occurring prior to termination of this Agreement.

Section 14.3 No Waiver of Breach. No failure by either party to insist upon the strict performance by the other of any covenant, agreement, term or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, agreement and term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach.

Section 14.4 Unavoidable Delay - Force Majeure. If either party shall be delayed or prevented from the performance of any act required by this Agreement by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws, or regulations or other cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay; and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

Section 14.5 Notices. Unless otherwise specifically provided in this Agreement or by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to any party to this Agreement shall be writing and shall be deemed duly served, given, delivered and received when personally delivered (including confirmed overnight delivery service to the party to whom it is directed), or in lieu of such personal delivery, when three (3) business days have elapsed following deposit thereof in the United States mail, first-class postage prepaid, certified, return receipt requested, addressed to:

AS TO CITY:

City of Westminster
P.O. Box 399
Westminster, SC 29693
Attn: Office of the Mayor

with a copy to:
City of Westminster Fire Department
P.O. Box 399
Westminster, SC 29693
Attn: Chief of Fire Department

AS TO COUNTY:

Oconee County
415 S. Pine Street
Walhalla, SC 29691
Attn: Office of the Administrator

with a copy to:
Oconee County
415 S. Pine Street
Walhalla, SC 29691
Attn: Purchasing Director

Either party may change its address for the purpose of this paragraph by giving written notice of

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such change to the other party in the manner provided in this paragraph.

Section 14.6 Gender. The use herein of (1) any gender includes all others; and (2) the singular number includes the plural and vice-versa, whenever the context so requires.

Section 14.7 Captions. Captions in this Agreement are inserted for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or any of the terms hereof.

Section 14.8 Waiver/Amendment. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

Section 14.9 Attorney's Fees. If either party retains an attorney to enforce or interpret this Agreement, the prevailing party shall be entitled to recover, in addition to all other items of recovery permitted by law, reasonable attorney's fees and costs incurred through litigation, bankruptcy proceedings and all appeals.

Section 14.10 Time. Time is of the essence of each obligation of each party hereunder.

Section 14.11 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of South Carolina, without regard to conflict of law principles.

Section 14.12 Binding Effect. Subject to any provision of this Agreement that may prohibit or curtail assignment of any rights hereunder, this Agreement shall bind and inure to the benefit of the respective heirs, assigns, personal representatives, and successors of the parties hereto.

Section 14.13 Execution of Other Instruments. Each party agrees that it shall, upon the other's request, take any and all steps, and execute, acknowledge and deliver to the other party any and all further instruments necessary or expedient to effectuate the purpose of this Agreement.

Section 14.14 Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable or is otherwise challenged and determined to be invalid, illegal or incapable of being enforced as a result of any rule of law or public policy issued by an administrative or judicial forum that is not subject to further appeal or is not actually appealed, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated. In such event or if an opinion of counsel is provided to the effect that this Agreement is not so enforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible and to comply with applicable law, regulations or published governmental interpretations thereof, in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

Section 14.15 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and when taken together will constitute one instrument.

Section 14.16 Estoppel Certificate. Either party shall execute, acknowledge and deliver to the other party, within twenty (20) days after requested by the other party, a statement in writing certifying, if such is the case, that this Agreement is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified); the date of the commencement of this Agreement; any alleged defaults and claims against the other party; and such other information as shall be reasonably requested.

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Section 14.17 Memorandum of Ground Lease. On or before the Commencement Date, City and County shall execute and acknowledge a memorandum of Ground Lease for the purpose of recordation. The memorandum of Ground Lease shall be in the form attached hereto as Exhibit C and incorporated herein by reference.

Section 14.18 Dispute Resolution: Waiver of Trial by Jury.

(a) Any conflict, dispute or grievance (collectively, "Conflict") by and between City and County shall be submitted to mediation before initiating court proceedings. The mediator selected to conduct the mediation must be mutually agreed upon by City and County. Unless the parties otherwise agree, the mediator must be certified in South Carolina state and federal courts and have experience in matters forming the basis of the Conflict. The site for the mediation shall be Oconee County, South Carolina, and the mediation hearing shall be held within thirty (30) days of the selection of the mediator, unless otherwise agreed. Each party shall bear its own expenses associated with the mediation and the parties shall split the fees and expenses of the mediator evenly. Failure to agree to the selection of a mediator or failure to resolve the Conflict through mediation will entitle the parties to pursue other methods of dispute resolution, including without limitation, litigation.

(b) CITY AND COUNTY MUTUALLY, EXPRESSLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY FOR ANY PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, OR ARISING OUT OF ANY CONDUCT OR COURSE OF DEALING OF THE PARTIES, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PERSONS. THIS WAIVER IS A MATERIAL INDUCEMENT TO COUNTY AND CITY TO ENTER INTO THIS AGREEMENT.

Section 14.19 Nature and Extent of Agreement. This Agreement, together with all exhibits hereto, contains the complete agreement of the parties concerning the subject matter, and there are no oral or written understandings, representations, or agreement pertaining thereto which have not been incorporated herein, and nothing herein will impose upon either party any powers, obligations or restrictions not expressed herein.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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IN WITNESS WHEREOF, this Agreement has been executed on the respective dates set forth below,

IN THE PRESENCE OF:

**CITY OF WESTMINSTER,
SOUTH CAROLINA**

By: _____
Name: _____
Title: _____
Date: _____

OCCONEE COUNTY, SOUTH CAROLINA

By: _____
Name: _____
Title: _____
Date: _____

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EXHIBIT A

LEGAL DESCRIPTION OF GROUND LEASE PREMISES

All that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Oconee, City of Westminster, containing 14.95 acres, more or less, as shown and more fully described on plat prepared by Harold W. Hawkins, R.L.S. #2266, dated June 21, 1989 and recorded in Plat Book P-57 at page 16, records of Oconee County, South Carolina.

This being the identical property conveyed unto City of Westminster by deed of Jerry Donnie Waters, dated December 3, 2007, and recorded in the Office of the Register of Deeds for Oconee County, South Carolina on December 4, 2007 in Book 1631 at Page 40.

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EXHIBIT B

DESCRIPTION OF SPACE AND COMMON AREAS

[See Attached]

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EXHIBIT C

MEMORANDUM OF LEASE

(attached)

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made as of the ____ day of _____ 2009, between CITY OF WESTMINSTER, SOUTH CAROLINA, hereinafter referred to as "City" and OCONEE COUNTY, SOUTH CAROLINA, hereinafter referred to as "County."

1. City and County entered into a certain Agreement and Cross Lease (the "Lease"), dated _____ (the "Commencement Date").
2. The property demised under the Lease consists of certain land located in Oconee County, State of South Carolina, and more particularly described in Exhibit A together with all improvements now or hereafter erected thereon.
3. The term of the Lease (the "Term") shall commence on the Commencement Date. The last day of the Term shall be the day immediately preceding the ninety-ninth (99th) anniversary of the Commencement Date.
4. The Ground Lease is on file at the offices of City at:
Office of the Mayor
City of Westminster

5. Including the provisions provided for herein, all of the terms, conditions, provisions and covenants of the Lease are incorporated herein by reference as though set forth at length, and the Lease and this Memorandum of Lease shall be deemed to constitute a single document.

IN WITNESS WHEREOF, City and County have caused this Memorandum of Lease to be executed and delivered as of the day and year first above written.

IN THE PRESENCE OF:

CITY OF WESTMINSTER, SOUTH CAROLINA

By: _____
Name: _____
Title: _____

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Name: _____
Title: _____

Exhibit A- Ordinance 2009-21

STATE OF SOUTH CAROLINA }
COUNTY OF OCONEE }

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named City by its duly authorized officer sign, seal and as its act and deed, deliver the within-written Memorandum of Lease for the uses and purposes therein mentioned and that s/he, with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me this _____
day of _____, 2009.

Witness

Notary Public of South Carolina
My commission expires: _____

STATE OF SOUTH CAROLINA }
COUNTY OF OCONEE }

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named County by its duly authorized officer sign, seal and as the act and deed deliver the within-written Memorandum of Lease for the uses and purposes therein mentioned and that s/he, with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me this _____
day of _____, 2009.

Witness

Notary Public of South Carolina
My commission expires: _____



**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: October 28, 2009
COUNCIL MEETING TIME: 7:00 PM

ITEM TITLE OR DESCRIPTION:

Ordinance 2009-22

BACKGROUND OR HISTORY:

Section 1401 of Title I of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA) added Sections 1400-1 through 1400U-3 to the Internal Revenue code, authorizing state and local governments to issue Recovery Zone Bonds through December 31, 2010 which provide tax incentives to state and local governments by lowering borrowing costs as a means to promote job creation and economic recovery to targeted areas particularly affected by employment declines.

Recovery Zone Bonds may be issued to finance projects located within areas designated by the County as "recovery zones." Section 1400U-1 (b) of ARRA defines a "recovery zone" as (1) an area designated by the issuer as having significant poverty, unemployment, rate of home foreclosures, or general distress, (2) any area designated by the issuer as economically distressed by reason of the closure or realignment of a military installation pursuant to the Defense Base Closure and Realignment Act of 1990, and (3) any area for which a designation as an empowerment zone or renewal community is in effect.

Oconee County may be considered an area having significant unemployment and general distress. The unemployment rate in Oconee County has consistently exceeded both the State of South Carolina and national averages, and now exceeds 14%.

SPECIAL CONSIDERATIONS OR CONCERNS:

Recovery Zone Economic Development Bonds are taxable tax-credit governmental bonds that may be used to finance certain "qualified economic development purposes," defined as promoting development or other economic activity in a designated Recovery Zone, including (1) capital expenditures paid or incurred with respect to property located in the recovery zone, (2) expenditures for public infrastructure and construction of public facilities, and (3) expenditures for job training and educational programs.

Recovery Zone Facility Bonds are *private* activity bonds that may be used to finance the acquisition, construction, or renovation of a property located within a designated Recovery Zone.

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes / No [review #2001-15 on Procurement's website]

If no, explain briefly:

STAFF RECOMMENDATION:

Approval of Ordinance 2009-22

FINANCIAL IMPACT:

Oconee County has been allocated \$3,301,000 in Recovery Zone Economic Development Bonds and \$4,957,000 in Recovery Zone Facility Bonds, which must be issued on or before December 31, 2010.

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

6125



Recovery Zone Economic Development Bonds

- Taxable Bond
- Issuer receives a direct payment from the Federal Government in the amount of 45% of its interest payment
- 100% of proceeds (net of costs of issuance not exceeding 2%, and a reasonable required reserve) must be used for qualified economic development purposes in a recovery zone.

Recovery Zone Facility Bonds:

- Tax Exempt Bond
- Bonds can finance private projects that can not presently be financed on tax-exempt basis.
- Issuer must be county or SC JEDA (South Carolina Jobs Economic Development Authority)

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS!

Are Matching Funds Available: N/A

If yes, who is matching and how much: N/A

ATTACHMENTS

Ordinance 2009-22

Reviewed By/ Initials:

_____ County Attorney

_____ Finance

ML Grants

_____ Procurement

Submitted or Prepared By:

Veronda Holcombe-Lewis

Department Head/Elected Official

Approved for Submittal to Council:

[Signature]
Kendra Brown, Interim County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

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STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
PROCLAMATION 2009-01

Whereas, Oconee County Friends of the Library provides volunteer and financial resources so that Oconee libraries can offer support for programming, for children and youth reading programs, for new equipment, books and AV equipment and for special events throughout the year, be it

Resolved therefore that the Oconee County Council is proud to proclaim October 18-24, 2009 Friends of the Library Week in Oconee County in conjunction with National Friends of the Library Week.

ORDAINED in meeting, duly assembled, this 20th day of October, 2009.

FOR OCONEE COUNTY:

Reginald T. Dexter
Chairman, District V

ATTEST:

Elizabeth G. Hulse
Oconee County Clerk to Council



**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: October 20, 2009
COUNCIL MEETING TIME: 7:00 PM

ITEM TITLE OR DESCRIPTION:

Award Bid 09-06, Tri-Axle 6x4 Truck with Gravel Spreader for the Oconee County Road Department to Carolina International Trucks, Inc., of Greer, SC, in the amount of \$117,700.00.

BACKGROUND OR HISTORY:

This Tri-Axle 6x4 Truck with Gravel Spreader will be used for road maintenance operations, where it is considered to be unsafe to spread gravel or sand with a standard dump truck. Spreading gravel on steep grades or in sharp curves is an overturn hazard and low lying limbs and power line areas are both "catch" hazards. This truck will also be safer on roads with limited site distance. It will also be used during winter weather events to spread sand on the bridges and paved roads with steep hills. This truck will replace a 1990 Single Axle Dump Truck which has become very expensive to maintain.

On September 29, 2009 formal sealed bids were opened for this equipment. Four companies were originally notified of this bid opportunity. Two companies submitted bids. Carolina International Trucks Inc. was the only bid that met the minimum specifications for this truck.

SPECIAL CONSIDERATIONS OR CONCERNS:

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes.

STAFF RECOMMENDATION:

Award bid #09-06, Tri-Axle 6x4 Truck with Gravel Spreader for the Oconee County Road Department to Carolina International Trucks, Inc. of Greer, SC, in the amount of \$117,700.00.

FINANCIAL IMPACT:

For FY 2009-2010, County Council approved \$136,200 for the purchase of a Tri-Axle Truck (budget code 30-601-50870.)

ATTACHMENTS

1. Bid Tabulation

Reviewed By/ Initials:

_____ County Attorney

_____ Finance

_____ Grants

RC Procurement

Submitted or Prepared By:

Approved for Submittal to Council:

Robert Courtright
Department Head/Elected Official

Kendra Brown
Kendra Brown, Asst. County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting; therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.



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AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: October 20, 2009
COUNCIL MEETING TIME: 7:00 PM

ITEM TITLE OR DESCRIPTION:

Award Bid #09-12, Audio Visual Equipment for Oconee County DSS/DHHS to Multi-Media Services, Greenville, SC for the amount of \$30,146.84.

BACKGROUND OR HISTORY:

The DSS/DHHS building was renovated in 2007 creating several training rooms, classrooms and a conference room. Those rooms now require audio visual equipment including a capture board with printer, smart projection board systems, document cameras and audio speakers in order to be fully operational. An intercom system will be placed in three of the windows in the lobby and a classroom monitoring system will be installed in two classrooms to allow an observer to listen to scheduled visitations. Multi-Media Services will be responsible for providing and installing all equipment and also providing training to DSS/DHHS staff as well as County IT staff.

SPECIAL CONSIDERATIONS OR CONCERNS:

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes

STAFF RECOMMENDATION:

Award Bid #09-12, Audio Visual Equipment for Oconee County DSS/DHHS to Multi-Media Services, Greenville, SC for the amount of \$30,146.84.

FINANCIAL IMPACT:

The County received funding from the state for the renovation of the DSS/DHHS building in the total amount of \$500,000. Of that amount, \$60,000 was allocated for Audio Visual Equipment. This bid amount of \$30,146.84 is within this budgeted amount and will come from account 012-402-82002-00000.

ATTACHMENTS

Bid Tabulation

Reviewed By/ Initials:

_____ County Attorney _____ Finance N/A Grants RL Procurement

Submitted or Prepared By:

Robyn Courtwright
Department Head/Elected Official

Approved for Submittal to Council:

Kendra Brown
Kendra Brown, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.



Approved Budget Ordinance amount for bid item \$ N/A

I hereby certify that to the best of my knowledge this tabulation of bids is correct.

Robyn Courtcraft
Procurement Director

Item Code 012-402-82002-00000

Bidders		Multi-Media Services		Pinnacle Systems	
Address		Greenville, SC		Greenville, SC	
Approx Qty	Description	Unit Price	Extended Price	Unit Price	Extended Price
1	BF-0415, PC-US Capture Board w/ built-in thermal imaging printer	1,045.68	1,045.68	1,592.78	1,592.78
1	Additional hardware, services, etc for Room #204	12.50	12.50	244.45	244.45
4	SB6800, SMART Integrated Board System	3,618.75	15,275.00	5,375.58	21,502.24
3	SDC 250, SMART Document Camera System	652.44	2,567.32	1,221.00	3,663.00
4	Audio speakers, controls and amplifier	280.00	1,120.00	794.44	3,177.76
1	Additional hardware, services, etc for Room #M302	350.40	350.40	500.00	500.00
1	Additional hardware, services, etc for Room #109	134.63	134.63	500.00	500.00
1	Additional hardware, services, etc for Room #209	134.63	134.63	500.00	500.00
1	Additional hardware, services, etc for Room #210	134.63	134.63	500.00	500.00
3	Window Intercom speaker/transceiver system	777.88	2,333.64	1,408.00	4,224.00
1	Additional hardware, services, etc. for Window Intercom System	45.00	45.00	65.00	65.00
2	Classroom microphones	134.31	268.62	88.00	176.00
2	Monitoring Station	227.50	455.00	125.00	250.00
1	Additional hardware, services, etc. for Classroom Monitoring System	45.00	45.00	65.00	65.00
Taxable Item Subtotal:			23,912.11		37,041.25
1	Installation	3,525.00	3,525.00	3,000.00	3,000.00
1	1/2 Day "Basic Need" Training	300.00	300.00	200.00	200.00
1	1/2 Day Advance Software Training	600.00	600.00	600.00	600.00
0	Full Day Advance Software Training	1,200.00	0.00	1,200.00	0.00
1	1 year Warranty	0.00	0.00	0.00	0.00
Subtotal			25,037.11		41,041.25
Shipping/ Delivery			375.00		1,023.38
S.C. Sales Tax (6%)			1,434.73		2,252.47
Grand Total			26,846.84		44,317.09

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NOTES
BUDGET, FINANCE & ADMINISTRATION COMMITTEE MEETING
October 7, 2009
COUNTY COUNCIL CHAMBERS, WALHALLA, SC

Recovery Zone Bonds:

Mr. Greg Dieterick, City of Seneca Administrator
Mr. Neal Workman, Trehel Board President
Mr. Will Huss, Trehel Corporation President
Mr. Tom Winkopp, Tom Winkopp Realtor/Developer LLC
Mr. Scott Puffer, Senior Project Manager Tom Winkopp Realtor/Developer, LLC

Mr. Workman reviewed with Council the two projects: High Points of Clemson & Pointe West Village to include:

- Overall Site Plan
- Overview of High Points & Pointe West Village
- Bridge Program with Clemson University & Tri-County Technical College
- Phase I & II – High Points
- Utilities & Infrastructure, Public Access / Benefit, Types of Residences, Senior Living Campus, Public Greenways, Village Design
- Pointe West Village Phase I Design, Costs & Values
- Repayment Structure & Impact
- Request before Council for the following:
 - Public / Private Partnership
 - \$6 Million Special Source Revenue Bonds [reimbursement of public infrastructure via MCIP and SSMB to capture current tax base]
 - Accelerated Timeframe
 - Create "Multi-County Industrial Park" [MCIP]
 - Public Infrastructure & Services to include:
 - CAT Bus
 - Roads
 - Village Center
 - Public Beach/Picnic Area
 - Take over 1/2 mile of Cherry Road

Mr. Thrift made a motion, seconded by Mr. Dexter, approved 3-0 to recommend that full Council review recommendations from McNair Attorneys along with the county's bond attorney who are to look at this project to identify the feasibility for moving forward with the project in a timely manner.

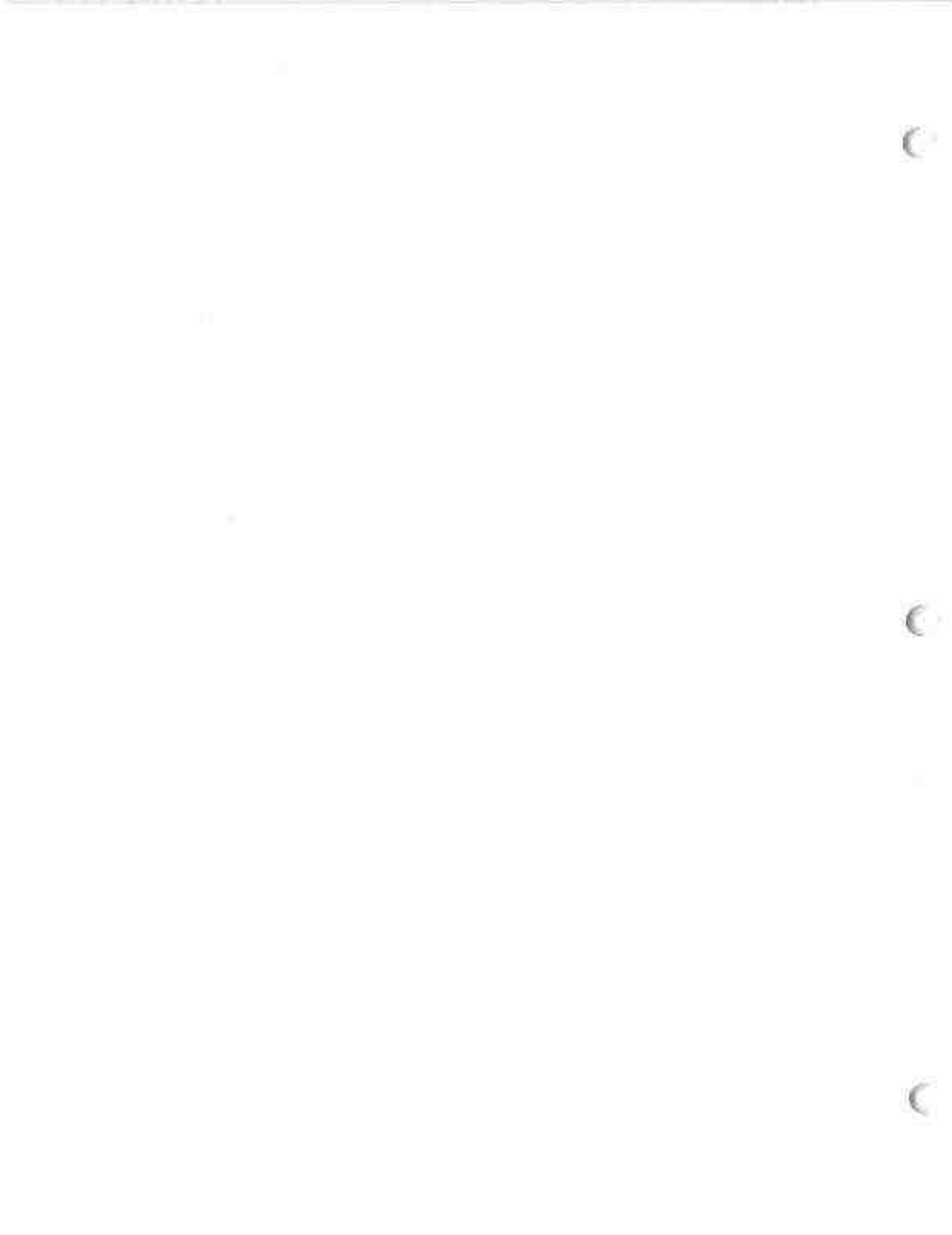
NEED MOTION BY COUNCIL TO AFFIRM VOTE IN BUDGET COMMITTEE

New Business:

Solid Waste Personnel Issue: On a motion it was unanimously agreed to to fill an open position for Solid Waste with a full time employee.

Tri-County Chairman Meeting: Mr. Dexter noted that he has had meetings with the Anderson and Pickens Council chairs regarding jointly owned property outside of Clemson.

An additional meeting is scheduled for the end of October and that he would report back to Council any discussion/results.



DRAFT/WORKING JOB DESCRIPTION COUNTY ADMINISTRATOR

- Oconee County, South Carolina, (pop. 71,000) is seeking applications for the position of County Administrator.
- The Administrator is expected to have considerable knowledge of
 - principles and practices of public administration;
 - county government
 - organization;
 - management decision-making principles
 - strong financial and strategic planning skills and experience;
- Demonstrated ability in:
 - Oral and written communications
 - development of policies and programs for public administration;
 - supervision of a staff of professionals.
- Strong interpersonal skills.
- Ability to:
 - be proactive, questioning, insightful and innovative;
 - to deal with sensitive information and issues;
 - to negotiate agreements.
- Serving as the chief administrative officer of the County; and to employ and direct the personal and activities of all County departments, which consist of approximately 470 employees.
- Administrator shall be responsible to a five member County Council for the proper administration of all county affairs, which includes a \$43 million budget.
- Current salary _____ ????? plus benefits.
- Credentials require:
 - B.A. degree in Public Administration or Business with preferably 5 years of experience as a county/city manager or administrator.
 - MPA, MBA preferred or related degree preferred with significant experience in city/county management and public finance, human relations and public works.
 - Any equivalent background of work experience will be considered.

